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ABSTRACT

The agreement between the Board of Trustees of Union College and the American Association of University Professors of the college includes the following topics: chapter membership, board rights, chapter rights, academic ranks, work of the faculty, faculty appointments, faculty reappointments and promotions, professional evaluation, faculty record file, tenure, faculty discipline, academic freedom, faculty members appointed to administrative positions, powers and organizations of the faculty, departments, compensation, health and welfare benefits, outside employment, leaves of absence because of court appearances or illness or injury, professional leaves of absence, leaves of absence without pay, summer sessions, faculty workload, reduction of faculty, retirement, college calendar, general working conditions, grievances and arbitration, work or business interruption, exchange of information, and conditions of the agreement. (SW)

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ED165565

AGREEMENT

-between-

THE BOARD OF TRUSTEES OF UNION COLLEGE

-and-

THE UNION COLLEGE CHAPTER OF THE AMERICAN
ASSOCIATION OF UNIVERSITY PROFESSORS

For the
Board of Trustees

For the AAUP Chapter

Date _____

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ARTICLE 1

DEFINITIONS

As used in this Agreement:

- (i) "Board" means the Board of Trustees of Union College.
- (ii) "Chapter" means the Union College Chapter of the American Association of University Professors.
- (iii) "College" means Union College.
- (iv) "President" means the President of the College.
- (v) "Academic Vice President" means the Vice-President of Academic Affairs of the College.
- (vi) "Academic Officers" means the President, the Academic Vice-President, the Director of Libraries, and persons, other than faculty members, appointed by the Board or the President to whom decision-making authority is assigned in the area of students' admissions requirements, curriculum, subject matter and methods of instructions, research, faculty status (including appointments, re-appointments, promotions, decisions not to reappoint, the granting of tenure, and dismissal) or student life insofar as this authority is concerned with those aspects of student life which relate to the educational process. "Academic Officers" shall not mean faculty members assigned to administrative duties in accordance with the provisions of Article XXIX (Faculty Workload), Part A, Section 1(c)(iv) of this Agreement.
- (vii) "Instructional staff" means all persons employed by the Board or its agents who teach at the College.
- (viii) "Professional library staff" means all persons employed by the Board or its agents who perform professional library work at the College.
- (ix) "Regular full-time members of the instructional staff" means all persons who are members of the instructional staff and who are represented for purposes of collective bargaining by the Chapter pursuant to the Certification of Representative (Case No. 22-RC-6062) issued by the National Labor Relations Board.
- (x) "Regular full-time members of the professional library staff" means all persons who are members of the professional library staff and who are represented for purposes of collective bargaining by the Chapter pursuant to the Certification of Representative (Case No. 22-RC-6062) issued by the National Labor Relations Board.
- (xi) "Faculty" means all regular full-time members of the instructional staff and all regular full-time members of the professional library staff.

(xii) "Courses for college credit" means courses for which Union College gives credit.

(xiii) "Credit or equivalent contact hour" means fifty (50) minutes of classroom instruction, fifty (50)-sixty (60) minutes of laboratory instruction, fifty (50) minutes of TAC (Theme Analysis Conference) and one-half (1/2) of the number of contact hours in art and drama studio instruction.

(xiv) "Laboratory" means any laboratory which is offered to students as a course of instruction or as part of a course of instruction but does not mean any specialized facility or program in which students receive help on an individualized basis.

(xv) "Department" means an academic department of the College.

(xvi) "Specialized facility" means a facility in which students receive help on an individualized basis through the means of auto-tutorial media and/or peer instruction and/or assistance by a laboratory instructor and/or consultation with a faculty member as a part of a course of instruction or on a referral or walk-in basis, but does not mean "Laboratory" as defined in Section (xiv) of this Article or art and drama studio instruction.

(xvii) "Academic year" means two (2) semesters of approximately equal length over a thirty-two (32) week period of instructional activity, including up to two (2) weeks of examinations during each semester, between September 1 and June 30; except that for Institute for Intensive English Language Learning the academic year means seven (7) five-week modules between September 1 and June 30.

ARTICLE II
RECOGNITION

1. The Board recognizes the Chapter as the exclusive bargaining representative of the faculty of the College, excluding all other persons.

2. In the event that the College merges with, consolidates with, or acquires any other institution of higher education or part of any other institution of higher education the Board shall negotiate with the Chapter concerning the wages, hours and other terms and conditions of employment of those persons employed in that institution who are retained or hired by the Board, who perform duties which are the same as or are similar to the duties of the faculty provided that such recognition of the Chapter is appropriate as a matter of law.

3. In the event that any additional campus of the College is established at a location in Union County other than Cranford, Elizabeth, Plainfield, the Board shall negotiate with the Chapter concerning the wages, hours and other terms and conditions of employment of persons, who perform duties which are the same as or are similar to the duties of the faculty employed by the Board at the existing campuses, provided that such recognition of the Chapter is appropriate as a matter of law.

ARTICLE III
CHAPTER MEMBERSHIP

1. Except as provided in Section 2 of this Article, as a condition of continued employment, on or after the thirty-first (31st) day following the date of execution of this Agreement, the effective date of this Agreement, or the commencement of employment, whichever is later, all faculty members shall become and remain active members of the Chapter in good standing.

2. (a) Any faculty member who objects, for reasons of conscience, to collective bargaining by faculty organizations shall not be required to become an active member of the Chapter if he or she so informs the President of the Chapter in writing on or before the thirtieth (30th) day following the date of execution of this Agreement, the effective date of this Agreement, or the commencement of employment, whichever is later.

(b) A faculty member who opts not to become an active member of the Chapter pursuant to Section 2(a) of this Article shall contribute that sum of money equal to the dues and initiation fees of active members of the Chapter levied in accordance with the Constitution and By-laws of the Chapter to a charity exempt from Federal taxation under Section 501(c)(3) of the Internal Revenue Code. The faculty member shall inform the President of the Chapter in writing of the name of the charity to which he or she shall make the contribution within sixty (60) days of the date of execution of this Agreement, the effective date of this Agreement, or the commencement of employment, whichever is later.

3. Any faculty member who does not either (a) become or remain a member in good standing in the Chapter for failure to tender the periodic dues and initiation fees, uniformly required as a condition of acquiring or retaining membership in the Chapter or (b) meet the requirements of Section 2(a) and (b) of this Article, shall be discharged by the Board upon the expiration of ten (10) class days after receipt by the President or his or her designee of written notice to that effect from the President of the Chapter unless during that ten (10) day period, the President of the Chapter notifies the President that the faculty member has complied with the relevant provision of this Article.

4. The Chapter shall indemnify and save the Board harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of, action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article, or in reliance on any notice furnished under any of the provisions of this Article.

5. The provisions of this Article shall be subject to the provisions of the Labor Management Relations Act of 1947, as amended, and shall not be used by the Chapter in violation of this Act.

ARTICLE IV

DEDUCTION OF PROFESSIONAL DUES AND INITIATION FEES

1. The College agrees to deduct the Chapter dues and initiation fees of active members levied in accordance with the Constitution and By-Laws of the Chapter from the salary paid to each faculty member who, through the Treasurer of the Chapter, executes the "Authorization for Deduction of Professional Dues and Fees" form annexed to this Agreement as Exhibit "A".

2. The College shall furnish to the Treasurer of the Chapter, no later than the fifteenth (15) day of each month, a statement of all Chapter dues and fees deducted for the previous month from salaries paid to faculty members who have authorized these deductions. A check for the total amount deducted, payable to the Chapter, shall accompany this statement.

3. Dues and initiation fees shall be deducted in nine (9) equal monthly installments commencing September.

4. The Chapter shall indemnify and save the Board harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article, or in reliance on any notice or authorization form furnished under any of the provisions of this Article.

ARTICLE V

GUARANTEE OF RIGHTS

There shall be no discrimination against any faculty member or against any applicant for a faculty position on the grounds of race, creed, marital status, color, sex, religion, or national origin.

ARTICLE VI

BOARD RIGHTS

1. The management of the College is vested in the Board except as otherwise limited by the terms and conditions of this Agreement.

2. Notwithstanding the Rules and Regulations of the Board, the Faculty Handbook, and the Faculty By-Laws, the authority or responsibility of the faculty to act is as provided in this Agreement.

3. Nothing contained in this Agreement shall be construed to limit the freedom of the Board or its agents to deal with governmental agencies, external educational associations, accrediting agencies, and professional organizations, such as the national office of the American Association of University Professors, provided, however, that this dealing shall not repeal, rescind or be otherwise inconsistent with the terms and conditions of this Agreement.

ARTICLE VII
CHAPTER RIGHTS

1. The Chapter shall have the right to conduct official business at the College, provided that this business does not interfere with normal operations of the College.
2. Faculty Committees and the Chapter shall have the right to use one (1) separate office in a College building. The Board shall provide appropriate furnishings and a telephone with its own number or extension number for this office. The Chapter shall reimburse the Board for use of the telephone for Chapter business.
3. The Chapter shall have the right to use College buildings at all reasonable hours for meetings and other official business, provided that the policies of the Board pertaining to the use of buildings and applying to all officially recognized organizations are followed.
4. The Chapter shall have the right to use facilities, equipment, and services if available at the College, including audio-visual, duplicating, computing equipment, food services, and other services. The Chapter shall pay for this use at cost to the Board.
5. The Chapter shall have the right to use existing designated bulletin boards for the publication of official notices.

ARTICLE VIII

ACADEMIC RANKS

1. All regular full-time members of the instructional staff shall be classified in the academic rank of professor, associate professor, assistant professor, instructor, or laboratory instructor.

2. All regular full-time members of the professional library staff shall be classified in the academic rank of associate librarian, assistant librarian, or junior librarian.

3. The Board shall inform the Chapter of the academic rank designations of temporary full-time members and part-time members of the instructional staff and of part-time members of the professional library staff.

ARTICLE IX

WORK OF THE FACULTY

A. Work of the Instructional Staff (Academic Year)

1. Courses for College Credit, Developmental Courses and/or Laboratories which are offered through a Department of the College.

1. All teaching of courses for college credit and all teaching of developmental courses and all teaching of laboratories which are offered through a department of the College shall be the exclusive work of regular full-time members of the instructional staff, except that academic officers, other members of the instructional staff, regular full-time members of the professional library staff and other persons may teach credit hours or the equivalent contact hours subject to the provisions of Part A 1, Sections 2, 3, 4, 5, 6, 7, and 8 of this Article.

2. (a) An academic officer may teach up to two (2) courses for college credit, developmental courses and/or laboratories a semester in the discipline in which he or she is qualified to teach or in the department in which he or she holds academic rank if he or she is otherwise qualified to teach the course and/or laboratory subject to the provisions of Part A 1, Section 2(b) of this Article.

- (b) No academic officer shall teach two (2) courses a semester in a department where a faculty member in that department or a regular full-time member of the professional library staff is qualified to teach one of those courses, is willing to teach one of those courses and is committed to fewer than three (3) credit or equivalent contact hours as overload.

3. (a) Temporary full-time members of the instructional staff, appointed in accordance with the provisions of Article X, Section 1(a) of this Agreement, may each teach a maximum of fifteen (15) credit or equivalent contact hours a semester.

- (b) No more than three temporary full-time members of the Instructional staff and no more than two in any division, shall teach courses for college credit, developmental courses or laboratories which are offered through a department of the College unless mutually agreed to by the Board and the Chapter.

4. Temporary full-time replacement members of the instructional staff, appointed in accordance with the provisions of Article X, Section 2 of this Agreement, may each teach that number of credit hours or equivalent contact hours which were taught by the faculty member replaced or which were scheduled to be taught by the faculty member replaced.

5. (a) Part-time members of the instructional staff, appointed in accordance with the provisions of Article X, Section 3 of this Agreement, may each teach a maximum of nine credit or equivalent contact hours a semester except that laboratory instructors may teach a maximum of 12 equivalent contact hours a semester unless otherwise agreed to between the Board and the Chapter in consultation with the department in which the part-time members of the instructional staff is assigned, except that, in no event, shall a part-time member of the instructional staff teach a course in a department where a faculty member in that department is qualified to teach that course, is willing to teach that course and is committed to fewer than (3) credit or equivalent contact hours of overload.

(b) The Chairperson of each department shall inform the Academic Vice President or his or her designee of the names of those faculty members who have committed themselves to teach overload at the time faculty teaching schedules are submitted for approval. The Board shall rely on this information for the purpose of administering Part A, Section 5 (a) of this Article.

6. (a) In each department the total number of credit or equivalent contact hours taught by part-time members of the instructional staff Monday to Friday inclusive and between the hours of 8:00 a.m. and 5:00 p.m. during each semester of the academic year 1977-78 shall not be increased more than fourteen (14) credit or equivalent contact hours during each respective semester during the term of this Agreement, except for departments having five or less full-time faculty members, where the number of credit or equivalent contact hours shall not be increased by more than (21) twenty-one, unless otherwise agreed to between the Board and the Chapter.

(b) In the event a new department is established the percentage of credit or equivalent contact hours which may be taught by part-time members of the instructional staff Monday to Friday inclusive and between the hours of 8:00 a.m. and 5:00 p.m. shall not exceed the greatest percentage taught by part-time members of the instructional staff in any department during this time period in the academic year preceding the establishment of the department.

(c) Credit or equivalent contact hours taught by part-time members of the instructional staff will not be counted in computing the limitation contained in Part A, Sections 6 (a) and (b) of this Article if such teaching is as a replacement for a full-time member of the instructional staff who is unavailable for teaching duties by reason of leave of absence for court appearance, other leave of absence, illness, or temporary administrative assignment.

7. (a) A regular full-time member of the professional library staff, if recommended as academically qualified by a department chairperson and approved as academically qualified by the Academic Vice President or his or her designee, shall have the right to teach up to two (2) courses for college credit, developmental courses, and/or laboratories in that department if he or she is otherwise qualified to teach the course and/or laboratory subject to the provisions of Part A, Section 7(b) and (c) of this Article.

(b) No regular full-time member of the professional library staff shall teach two (2) courses a semester in a department where a faculty member in that department is qualified to teach one of those courses, is willing to teach one of those courses, and is committed to fewer than three (3) credit or equivalent contact hours as overload.

(c) No regular full-time member of the professional library staff shall teach courses scheduled to meet during his or her regularly scheduled hours of work in the Library.

8. (a) Persons other than faculty members, academic officers, temporary full-time members of the instructional staff, and part-time members of the instructional staff teaching courses for college credit, developmental courses and/or laboratories at UCTI, Muhlenberg Hospital, Elizabeth General Hospital or at any other existing institution or location in Union County may continue to teach these courses and/or laboratories at this institution and location each academic year during the term of this agreement to the extent of the aggregate numbers of credit or equivalent contact hours taught by these persons as defined above during 1974-75 academic year.

(b) In the event an educational program is established at a new institution or location (other than a new campus) in Union County, persons defined in Part A 1, Section 8(a) of this Article may teach each academic year during the terms of this Agreement at any single new institution or location courses for college credit, developmental courses and/or laboratories to the extent of the aggregate number of credit or equivalent contact hours taught by these persons, as defined above, at any similar institution or location during the 1974-75 academic year or, in the case of a dissimilar institution or location, to the extent of the aggregate number of credit or equivalent contact hours taught by these persons, as defined above, at any institution or location during the 1974-75 academic year.

(c) The Board and the Chapter may agree in writing to change the provisions of Part A 1 Sections 8(a) and (b) of this Article.

(d) The Union County Coordinating Agency or any contracting entity may change the provisions of Part A 1 Sections 8(a) and (b) of this Article. However, the faculty expects the Board to use its best efforts to obtain the work described in these sections for the faculty above the limits specified and in the event these efforts are unsuccessful, the Board shall so notify the President of the Chapter.

II. Courses for College Credit, Developmental Courses and/or Laboratories which are not offered through a Department.

Courses for college credit, developmental courses and/or laboratories which are not offered through a department may be taught by temporary full-time members of the instructional staff, appointed in accordance with the provisions of Article X, Section 1(b) of the Agreement, part-time members of the instructional staff, appointed in accordance with the provisions of Article X, Section 3(b) of this Agreement and other persons who also are not faculty members for a period of two (2) academic years.

B. Work of the Professional Library Staff

1. All professional library work shall be the exclusive work of regular full-time members of the professional library staff, except that the Library Director may perform professional library work and except that part-time members of the professional library staff may perform professional library work subject to the provisions of Part B, Section 2 of this Article.

2. (a) Part-time members of the professional library staff, appointed in accordance with the provisions of Article X, Section 4 of this Agreement, may each perform professional library work up to a maximum of eighteen (18) hours a week unless otherwise agreed to between the Board and the Chapter.

(b) The total number of clock hours worked by part-time members of the professional library staff Monday to Friday inclusive and between the hours of 8:00 a.m. and 5:00 p.m. shall not exceed thirty-four (34) during the term of this Agreement unless otherwise agreed to between the Board and the Chapter.

(c) Hours of work of part-time members of the professional library staff for the purpose of replacing a full-time member of the professional library staff who is unavailable for work by reason of leave of absence, for court appearance, other leave of absence, illness, or temporary administrative assignment, shall not be counted for the purpose of applying the restrictions set forth in Part B, Section 2(a) and (b) of this Article.

ARTICLE X

APPOINTMENT OF TEMPORARY FULL-TIME MEMBERS OF THE INSTRUCTIONAL STAFF,
TEMPORARY FULL-TIME REPLACEMENT MEMBERS OF THE INSTRUCTIONAL STAFF,
AND PART-TIME MEMBERS OF THE INSTRUCTIONAL STAFF AND PROFESSIONAL
LIBRARY STAFF

1. (a) Temporary full-time members of the instructional staff who will teach courses for college credit, developmental courses and/or laboratories which are offered through a department of the College shall be assigned to that department and may be appointed for a term not to exceed one (1) academic year if recommended as academically qualified by the department in which they are to serve. These temporary full-time members of the instructional staff shall not be reappointed as temporary full-time members of the instructional staff unless mutually agreed to by the Board and the Chapter.

(b) Temporary full-time members of the instructional staff who will teach courses for college credit, developmental courses and/or laboratories which are not offered through an existing department of the College shall be assigned to the Office of the Vice-President for Academic Affairs. These temporary full-time members of the instructional staff may be appointed for a term of two (2) academic years or may be appointed for a term of one (1) academic year and reappointed for a term of one (1) academic year.

2. If a decision is made to employ a temporary full-time replacement member of the instructional staff, he or she shall be assigned to the department of the replaced faculty member and may be appointed for a period to coincide with the period for which the regular full-time members of the instructional staff is unavailable for teaching duties by reason of leave of absence, illness, or temporary administrative assignment, if recommended as academically qualified by the department in which he or she is to serve.

3. (a) Part-time members of the instructional staff who teach courses for college credit, developmental courses and/or laboratories which are offered through a department of the College shall be assigned to that department. These part-time members of the instructional staff may be appointed for a term of one (1) semester if recommended as academically qualified by the department chairperson of the department in which they are to serve. These part-time members of the instructional staff may be appointed on a semester-to-semester basis if recommended as academically qualified by the department chairperson.

(b) Part-time members of the instructional staff who teach courses for college credit, developmental courses and/or laboratories which are not offered through a department of the College shall be assigned to the Office of the Academic Vice President. These part-time members of the instructional staff may be appointed for a term of one (1) semester and may be reappointed on a semester-to-semester basis.

4. Part-time members of the professional library staff shall be assigned to the Library. Part-time members of the professional library staff may be appointed and reappointed as needed.

ARTICLE XI

FACULTY APPOINTMENTS

A. Procedures for Appointments to Existing Departments

1. Whenever the appointment of a faculty member has been authorized by the President, the Academic Vice President or his or her designee shall so inform the department in which the faculty member is to serve or, in the case of the Library, the Director of Libraries and the regular full-time members of the professional library staff.

2. The Academic Vice President or his or her designee in consultation with the department concerned or, in the case of the Library, the Director of Libraries and the regular full-time members of the professional library staff, shall determine the qualifications and background characteristics of applicants and the academic rank and the range of salary to be offered.

3. The department concerned or, in the case of the Library, the Director of Libraries and the regular full-time members of the professional library staff shall, in consultation with the Vice President of Academic Affairs, or his or her designee conduct the search for and the evaluation of applicants in accordance with the following procedures:

(i) The department or, in the case of the Library, the regular full-time members of the professional library staff shall elect a Committee of not more than three (3) of its members, at least one of whom shall be tenured, if possible, which with the Department Chairperson or, in the case of the Library, the Director of Libraries, shall conduct the search for and the evaluation of applicants. The Department Chairperson or, in the case of the Library, the Director of Libraries shall serve as chairperson of the Committee and shall have the right to vote and to participate fully in all deliberations of the Committee.

(ii) The position shall be open to any qualified person.

(iii) The search shall be widely publicized.

(iv) Copies of all applications for the position and other pertinent data shall be reviewed by the Committee.

(v) The Committee shall keep appropriate and necessary records of its proceedings. These records shall be kept in the Chairperson's office or, in the case of the Library, the Director of Libraries' office during the search and evaluation process and thereafter shall be forwarded to the Academic Vice President or his or her designee for permanent filing.

4. (a) The Committee shall recommend three (3) persons as academically qualified to the Academic Vice President or his or her designee unless the Committee determines that fewer than three (3) applicants are academically qualified in which case the number qualified shall be recommended.

(b) The President shall appoint as a member of the faculty only a person who has been recommended as academically qualified by the Committee.

5. In the event the appointment of a faculty member effective September 1 is authorized between May 1 and August 31, the procedures specified in Part A shall be followed to the extent practicable.

B. Procedures for Appointment to New Departments

Faculty members appointed by the President to a new department in the first year of operation of the department shall be recommended as academically qualified by the Peer Evaluation Committee.

C. Conditions and Terms of Faculty Appointments

1. All appointments shall be effective September 1 or the beginning of the second semester.

2. All appointments shall be for one (1) academic year if they are effective September 1 or for the remainder of the academic year in which they are made (and the succeeding academic year if they are effective the beginning of the second semester).

3. Before accepting an appointment, a faculty member shall receive a written copy of the essential terms and conditions of his or her appointment including a statement of credit towards tenure for prior service, a copy of this Agreement and pertinent rules and regulations of the College. He or she shall receive a written copy of any subsequent modification of the terms and conditions of his or her appointment.

D. Criteria for Faculty Appointments

1. Appointment in the academic rank of instructor, laboratory instructor, or junior librarian shall require the appointee to possess those qualifications and/or experiences which qualifies the applicant for the position to be filled.

2. Appointment in any academic rank other than instructor, laboratory instructor, or junior librarian shall require that the appointee meet those relevant criteria for promotion to that rank as specified in Article XIII (Professional Evaluation) of this Agreement.

ARTICLE XII

FACULTY REAPPOINTMENTS AND PROMOTIONS

A. Procedures

1. (a) Between November 1 and November 30 of each academic year, each department or the departmental evaluation committee or in the case of the Library, the Director of Libraries in consultation with tenured regular full-time members of the professional library staff shall evaluate all non-tenured faculty members in the department (Library) and laboratory instructors in the department (Library) whose term of appointment or reappointment expires that academic (calendar) year for the purpose of recommending reappointment or non-reappointment except those non-tenured faculty members and laboratory instructors in the department (Library) in their second year of teaching at the College who shall be evaluated between September 15 and September 30.

(b) Between October 1 and the end of the first semester of each academic year, each department or the departmental evaluation committee or in the case of the Library, the Director of Libraries in consultation with tenured regular full-time members of the professional library staff, shall evaluate all faculty members in the department (Library) who are eligible for promotion within the meaning of Article XIII (Professional Evaluation) of this Agreement in order of academic rank, beginning with instructors (junior librarians) for the purpose of recommending promotion or no promotion. No later than October 1 of each academic year, the Academic Vice President shall inform each department chairperson, and in the case of the Library, the Director of Libraries, and the Chairperson of the Peer Evaluation Committee in writing of the names of those faculty members whose length of service in rank makes them eligible for promotion. It shall be the responsibility of every faculty member to make certain that the Academic Vice President has correct information for purposes of the preceding sentence.

(c) Except as otherwise provided in this Article or elsewhere in this Agreement, the faculty shall establish uniform rules and regulations for the conduct of department evaluations. The evaluation shall be based solely on the written materials of evaluation identified in Article XIII (Professional Evaluation), Part B, of this Agreement. Voting shall be by written anonymous ballot and each member of the department shall explain on the ballot the reasons for his or her vote solely in terms of the criteria stated in Article XIII (Professional Evaluation) Part A of this Agreement. The decision of the department or the departmental evaluation committee shall be by majority vote. Only members of the department or the departmental evaluation committee may participate in this evaluation of a faculty member.

2. (a) No later than ten (10) days prior to the date of the departmental evaluation (Director of Libraries Evaluation) a faculty member to be evaluated shall be informed of that date in writing by the department chairperson or, in the case of the Library Department, the Director of Libraries.

(b) Within five (5) days after the date of the departmental evaluation (Director of Libraries evaluation) the faculty member shall be informed in writing by the department chairperson or, in the case of the Library, the Director of Libraries, of the recommendation of the department (Library). If the recommendation is negative, the department chairperson (the Director of Libraries) shall inform the faculty member in writing of the reasons for the recommendation solely in terms of the criteria stated in Article XIII (Professional Evaluation), Part A, of this Agreement. Within ten (10) days of the date the faculty member receives the written statement of reasons, he or she may submit (to the Chairperson of the Personnel Evaluation Committee) a written statement of reasons solely in terms of the criteria stated in Article XIII (Professional Evaluation), Part A, of this Agreement opposing the recommendation.

3. At the request of the Chairperson of the Peer Evaluation Committee but not earlier than fifteen (15) days after the date of the evaluation, the department chairperson (Director of Libraries) shall send the evaluation materials referred to in Article XIII (Professional Evaluation), Part B, of this Agreement to the Peer Evaluation Committee.

4. (a) The Peer Evaluation Committee shall review all recommendations concerning reappointment between November 15 and December 31 of each academic year except those recommendations concerning reappointment with respect to faculty members in their second year of teaching at the College which shall be reviewed between October 1 and October 15 of each academic year.

(b) The Peer Evaluation Committee shall review the recommendations of each department (Director of Libraries) concerning promotions in order of academic rank, beginning with instructors (junior librarian) by March 15 of each academic year.

(c) Except as otherwise provided in this Article and elsewhere in this Agreement, the Committee shall establish its own rules and regulations for the conduct of its review. Where the Committee decides to hear oral testimony in a particular case, the faculty member concerned must be given notice and an opportunity to be present during all testimony and to rebut the testimony. Voting shall be by anonymous written ballot and each member of the Committee shall explain the reasons on the ballot for his or her vote solely in terms of the criteria stated in Article XIII (Professional Evaluation), Part A of this Agreement. The decision of the Committee shall be by majority vote. Only members of the Committee may participate in the deliberations of the Committee.

5. (a) No later than ten (10) days prior to the earliest possible date of the Peer Evaluation Committee's evaluation, a faculty member to be evaluated shall be informed of that date in writing by the Chairperson of the Peer Evaluation Committee.

(b) Within five (5) days of the date of the Peer Evaluation Committee's evaluation of the faculty member concerning re-appointment or faculty members in his or her academic rank concerning promotion, the faculty member shall be informed in writing by the Chairperson of the Committee of the recommendation of the Committee. If the recommendation of the Committee is negative, the Chairperson of the Committee shall inform the faculty member in writing of the reasons for the Committee's recommendations solely in terms of the criteria stated in Article XIII (Professional Evaluation), Part A, of this Agreement.

6. (a) Within seven (7) days of receipt of the Peer Evaluation Committee's recommendation and statement of reasons, a faculty member not recommended by the Committee may appeal the decision of the Committee to the Faculty Appeals Committee. The faculty member must submit a statement and/or other evidence in support of the appeal to the Faculty Appeals Committee. A copy of all documents submitted to the Faculty Appeals Committee shall be sent to the Chairperson of the Peer Evaluation Committee. The only grounds for appeal shall be:

(i) the allegation that one or more of the requirements of Part A, Sections 1-5 of this Article have been violated; and/or

(ii) the allegation that the recommendation of the department, if negative, and/or the recommendation of Peer Evaluation Committee, if negative, was not based exclusively upon the relevant criteria stated in Article XIII (Professional Evaluation) of this Agreement.

(b) Within seven (7) days of receipt of an appeal by a faculty member in his first year of teaching who is not recommended for reappointment or by a faculty member not recommended for promotion, the Faculty Appeals Committee shall inform the faculty member and the Chairperson of the Peer Evaluation Committee in writing as to whether it will hear the appeal. Within thirty (30) days of receipt of a faculty member's appeal in his third or subsequent year of teaching who is not recommended for reappointment, the Faculty Appeals Committee shall inform the faculty member and the Chairperson of the Faculty Personnel Committee in writing as to whether it will hear the appeal. In making this decision, the Faculty Appeals Committee shall first determine if there are grounds for appeal within the meaning of Part A, Section 6(a) of this Article. If the Committee determines that grounds for appeal within the meaning of Part A, Section 6(a)(i) of this Article exist, the Committee shall then decide whether or not the violations so prejudiced the faculty member's case as to warrant review by the Committee. If the Committee determines that grounds for appeal within the meaning of Part A, Section 6(a)(iii) of this Article exist, the Committee shall review the case.

(c) Immediately upon receipt of a decision by the Faculty Appeals Committee to review a case, the Chairperson of the Peer Evaluation Committee shall send the evaluation materials referred to in Article XIII (Professional Evaluation), Part A, of this Agreement to the Faculty Appeals Committee unless this has already been done.

(d) Within ten (10) days of its decision to review a case, the Faculty Appeals Committee shall conduct the review and render its decision. The Committee shall inform the faculty member and the Chairperson of the Personnel Evaluation Committee of its decision in writing and shall provide the faculty member and the Chairperson of the Peer Evaluation Committee with a statement of reasons in support of its decision. If the decision and/or statement of reasons in support of the decision of the Faculty Appeals Committee is different than the decision and/or the statement of reasons in support of the decision of the Peer Evaluation Committee, the decision and/or statement of reasons in support of the decision of the Faculty Appeals Committee shall supercede the decision and/or statement of reasons in support of the decision of the Peer Evaluation Committee.

(e) Except as otherwise provided in this Article and in Article XIII (Professional Evaluation) of this Agreement, the Faculty Appeals Committee shall establish its own rules and regulations for the conduct of its business. Where the Committee decides to hear oral testimony in a particular case, the faculty member must be given notice and an opportunity to be present during all testimony and to rebut the testimony. Voting shall be by anonymous written ballot and each member of the Committee shall explain on the ballot the reasons for his or her vote solely in terms of the criteria stated in Article XIII (Professional Evaluation) of this Agreement. Decisions of the Committee shall be by majority vote. Only members of the Committee may participate in the deliberations of the Committee.

(f) Allegations of violations of Part A, Section 6 of this Article shall be submitted to the Chairperson of the faculty who shall order a rehearing before the Faculty Appeals Committee if he or she determines the Faculty Appeals Committee has violated the provisions of Part A, Section 6 of this Article and determines that these violations so prejudiced the faculty member's case as to warrant a rehearing.

7. Allegations of violations of Part A, Sections 1-6 of this Article shall not be subject to the grievance and arbitration provisions of Article XXIV of this Agreement. Except as provided in Part A, Section 6 of this Article, the faculty member shall have no right or remedy against the Board, its agents, servants or employees or the Chapter for these alleged violations. The Chapter shall have no right or remedy against the Board, its agents, servants or employees for these alleged violations.

8. (a) On November 15 of each academic year, the Peer Evaluation Committee shall send its decision, the statement of reasons in support of its decision given to the faculty member, or, where appropriate, the decision of the Faculty Appeals Committee and/or the statement of reasons given to the faculty member in support of its decision and all evaluation materials considered by the Committee or by the Faculty Appeals Committee in cases concerning the reappointment of a faculty member in his or her second year of teaching or professional library work at the College to the President and to the Academic Vice President.

(b) On February 1 of each academic year, the Peer Evaluation Committee shall send its decision, the statement of reasons in support of its decision given to the faculty member, or where appropriate, the decision and/or the statement of reasons in support of the decision of the Faculty Appeals Committee and all evaluation materials considered by the Committee or by the Faculty Appeals Committee in cases concerning the reappointment of a faculty member in his or her first year of teaching or professional library work at the College to the President and to the Academic Vice President.

(c) On March 1 of each academic year, the Peer Evaluation Committee shall send its decision, the statement of reasons in support of its decision given to the faculty member, or, where appropriate, the decision of the Faculty Appeals Committee and/or the statement of reasons given to the faculty member in support of its decision and all evaluation materials considered by the Committee or by the Faculty Appeals Committee in cases concerning the reappointment of a faculty member in his third or subsequent year of teaching or professional library work at the College to the President and to the Academic Vice President.

(d) On April 15 of each academic year, the Peer Evaluation Committee shall send its decision, the statement of reasons in support of its decision given to the faculty member, or where appropriate, the decision and/or the statement of reasons in support of the decision of the Faculty Appeals Committee given to the faculty member and all evaluation materials considered by the Committee or by the Faculty Appeals Committee in cases concerning the promotion of a faculty member to the President and to the Academic Vice President.

9. (a) In the event the Board does not approve the final recommendation of the appropriate faculty committee in a case involving reappointment, except for the reason stated in Article XXX (Reduction of Faculty) of this Agreement, the Chapter may submit the question as to whether the faculty member should be reappointed to binding arbitration in accordance with the provisions of Article XXXIV (Grievances and Arbitration). The Board shall have the burden of going forward and the Arbitrator shall determine which party shall have the burden of persuasion.

(b) In the event the Board does not approve the final recommendation of the appropriate faculty committee in a case involving promotion and the individual concerned has been recommended for promotion by the appropriate faculty committee in each of the two (2) immediately preceding academic years, the Chapter may submit the question as to whether the faculty member should be promoted to binding arbitration in accordance with the provisions of Article XXXIV (Grievances and Arbitration). The Board shall have the burden of going forward, and the Arbitrator shall determine which party shall have the burden of persuasion.

(c) In the event the Board approves the final recommendation of the appropriate faculty committee in a case involving reappointment and/or promotion, the matter shall be closed and the faculty member shall have no further right or remedy against the Board, its agents, servants or employees or the Chapter. The Chapter shall have no right or remedy against the Board, its agents, servants or employees.

(d) A copy of the Board's decision and the reasons for this decision, if the decision is contrary to the recommendation of the appropriate faculty committee, shall be sent to the Peer Evaluation Committee and to the faculty member concerned.

B. Reappointment Terms of Laboratory Instructors

1. Laboratory instructors with fewer than four (4) years of service at the College, if reappointed, shall be reappointed for a term of one (1) academic year.

2. Laboratory instructors with four (4) or more years of service at the College, if reappointed, shall be reappointed for a term of two (2) academic years.

3. Part time service at the College will be counted on a two for one basis for meeting the service requirements of this section.

C. Notice of Nonreappointment

1. (a) A faculty member in his or her second year of (teaching professional library work) at the College shall be informed in writing by the President on or before December 15 of a decision by the Board not to offer him or her reappointment.

(b) If a faculty member is not given timely notice within the meaning of Part C, Section 1(a) of this Article, he or she shall be offered a terminal reappointment by the Board for the succeeding academic (calendar) year.

2. (a) A faculty member in his or her first year of teaching (professional library work) at the College shall be informed in writing by the President on or before March 1 of a decision by the Board not to offer him or her reappointment.

(b) If a faculty member is not given timely notice within the meaning of Part C, Section 2(a) of this Article, he or she shall be offered a terminal reappointment by the Board for the succeeding academic (calendar) year.

3. (a) A faculty member in his or her third or subsequent year of teaching (professional library work) at the College shall be informed in writing by the President by May 1 of a decision by the Board not to offer him or her reappointment.

(b) A faculty member given timely notice pursuant to Part C, Section 3(a) of this Article, shall be granted a terminal appointment by the Board for the succeeding academic (calendar) year.

(c) If a faculty member is not given timely notice in accordance with Part C, Section 3(a) of this Article, he or she shall be granted a terminal reappointment by the Board for the succeeding (calendar) academic year, and shall have such other relief as may be appropriate.

D. Notice of Promotion

A faculty member shall be informed in writing by the President by June 30 of the decision of the Board in his or her case.

E. The notice requirements of Parts C and D of this Article shall be deemed waived in the event that the notice provisions of Part A, Section 8 of this Article are not met because of the failure of the appropriate faculty committee to send a timely decision to the President. In the event the appropriate faculty committee does not send its decision to the President within ninety (90) days of the dates specified in Part A, Section 8 of this Article, the Board shall act unilaterally on the reappointment and/or promotion and the Board's decision shall be final and binding and the faculty member shall have no right or remedy against the Board, its agents, servants or employees or the Chapter. The Chapter shall have no right against the Board, its agents, servants or employees.

F. Withdrawal of Promotion Consideration

Following a written mutual agreement amongst a tenured faculty member, the Department concerned, and the Vice President for Academic Affairs, the name of such faculty member shall be withdrawn for consideration for promotion during any academic year without prejudice. This mutual agreement shall be reached no later than ten (10) class days before the scheduled departmental review of the faculty member.

ARTICLE XIII
PROFESSIONAL EVALUATION

A. Criteria for Reappointment and Promotion

1. (a) The criteria for reappointment in the academic rank of instructor, laboratory instructor, or junior librarian are satisfactory performance of faculty duties and evidence of excellence in teaching and related student contacts, or, in the case of a junior librarian, evidence of excellence in professional library work.

(b) No faculty member shall serve, other than on terminal reappointment, in the academic rank of instructor for more than seven (7) years.

(c) Laboratory instructors shall not be eligible for promotion.

2. The criteria for promotion to and reappointment in the academic rank of assistant professor or assistant librarian are:

(i) Satisfactory performance of faculty duties; and

(ii) Service for at least six (6) semesters in the rank of instructor or junior librarian at the College except as otherwise provided in Part A, Section 5 of this Article; and

(iii) Demonstrated excellence in teaching and related student contacts, or, in the case of a full-time member of the professional library staff, demonstrated excellence in professional library work and related student contacts; and

(iv) Evidence of contribution to the College and/or professional development.

3. The criteria for promotion to and reappointment in the rank of associate professor or associate librarian are:

(i) Meeting relevant criteria for promotion to and reappointment in the academic rank of assistant professor or assistant librarian; and

(ii) Service for at least eight (8) semesters in the rank of assistant professor or assistant librarian at the College except as otherwise provided in Part A, Section 5 of this Article; and

(iii) Demonstrated service to the College through participation on College Committees and/or to the Community and/or evidence of professional development through academic and scholarly activities related to the faculty member's academic or professional area.

4. The criteria for promotion to and reappointment in the rank of professor are:

(i) Meeting the relevant criteria for promotion to and reappointment in the academic rank of associate professor; and

(ii) Service for at least ten (10) semesters in the rank of associate professor at the College except as otherwise provided in Part A, Section 5 of this Article;

(iii) significant service to the College through the discharge of major responsibilities; and

(iv) Demonstrated professional maturity through the attainment of the terminal degree in his academic area or profession or through academic, professional or scholarly accomplishments of a comparable nature.

5. (a) An instructor who receives an earned doctorate shall be eligible for promotion to the academic rank of assistant professor before the completion of six (6) semesters of service at the College.

(b) A faculty member who receives national recognition in his or her academic area or profession shall be eligible for promotion before the completion of the length of service in rank at the College requirements which are stated in Part A, Sections 2, 3, and 4 of this Article.

6. (a) In determining whether or not to recommend a faculty member for reappointment and/or promotion, the department in which the faculty member serves, the Peer Evaluation Committee and the Faculty Appeals Committee shall consider only the criteria stated in Part A of this Article.

(b) In making the decision as to whether to reappoint a faculty member, except as otherwise provided in Article XXX (Reduction of Faculty) of this Agreement, and in making the decision as to whether to promote a faculty member, the President and Board shall consider only the criteria stated in Part A of this Article.

B. Materials of Evaluation

1. Evaluation materials all of which shall be placed in the faculty member's Record file, shall consist only of the following, except as otherwise provided in Part B, Section 2 of this Article:

(i) Evidence relating to teaching effectiveness and related student contacts, or, in the case of regular full-time members of the professional library staff, evidence relating to professional library work.

(a) Objective summary of all student evaluation (for regular full-time members of the instructional staff only) prepared by the department chairperson and certified as accurate by a faculty member in the department selected by the faculty member in the department selected by the faculty member to be evaluated.

(b) Peer evaluations.

(c) Other appropriate evidence.

(ii) Evidence of service to the College and/or the community.

- (a) Records of committee work;
- (b) Records of course and/or program development;
- (c) Record of community work;
- (d) Other appropriate evidence

(iii) Evidence of professional development shall be documentation of scholarly, academic, or professional attainments or activities appropriate to the faculty member's academic or professional area.

2. (a) At the departmental (Director of Libraries) evaluation level, the materials of evaluation shall include only those timely placed in the Faculty Member's Record File within the meaning of Article XIV (Faculty Record File), Section 2, of this Agreement.

(b) At the Peer Evaluation Committee evaluation level, the materials of evaluation shall include only those reviewed at the departmental (Director of Libraries) evaluation level, the recommendation of the department or departmental (Director of Libraries) evaluation committee, the written reasons for the recommendation, if any, given to the faculty member, the faculty member's statement to the Committee, if any, opposing the recommendation, and extraordinary evidence unavailable at the departmental (Director of Libraries) evaluation level which shall be reviewed with the faculty member.

(c) At the Faculty Appeals Committee level, the materials of evaluation shall include only those reviewed at the Peer Evaluation Committee level and the faculty member's statement in support of his or her appeal to the Committee, if any, and extraordinary evidence unavailable at the Peer Evaluation Committee evaluation level which shall be reviewed with the faculty member.

(d) At the Presidential and Board levels, the materials of evaluation shall include only those reviewed at the Peer Evaluation Committee level or the Faculty Appeals Committee level, the faculty member's statement addressed to the President, if any, opposing the recommendation of the Peer Evaluation Committee or the Faculty Appeals Committee, the recommendations of the Divisional Deans and the recommendation of the Academic Vice President, and extraordinary evidence which shall be reviewed with the faculty member.

3. The Academic Vice President and an appropriate committee of the faculty shall prepare student evaluation and peer evaluation materials to be used in the evaluation of faculty members. These evaluation materials may be modified by the departments concerned to meet their particular needs.

ARTICLE XIV

FACULTY RECORD FILE

1. A Record file shall be maintained for each faculty member in the office of the Academic Vice President.

2. The Academic Vice President or his or her designee shall place in the faculty member's Record file all appropriate evaluation materials as defined in Article XIII (Professional Evaluation), Part B, of this Agreement by September 10 in the case of a faculty member to be considered for promotion or by October 10 in the case of a faculty member to be considered only for reappointment. A faculty member shall place in his or her Record file all appropriate evaluation materials as defined in Article XIII (Professional Evaluation) Part B, of this Agreement at least five (5) days prior to the date of his or her departmental evaluation, at which time the Record file shall be closed.

3. Upon written notice to the Academic Vice President or his or her designee of at least three (3) class days specifying the date and time, a faculty member shall have the right to review all material in his Record file. The Academic Vice President or his or her representative may be present. The faculty member shall initial and write the date of initialing on all documents in the Record file solely to indicate that he or she has seen the documents. A faculty member shall have the right to attach comments and/or a rebuttal statement to material placed in his Record file. A faculty member shall have the right to have material in his Record file reproduced for his own use, for which he or she shall be charged ten cents per copy. All materials in the Record file of a faculty member shall be confidential and shall not be subject to publication.

4. Material compiled prior to September 1, 1975 relating to a faculty member's teaching performance and professional development may be included in the faculty member's Record file at the discretion of the Academic Vice President.

ARTICLE XV

TENURE

1. A faculty member appointed with tenure as of or before September 1, 1974 or reappointed with tenure as of or before September 1, 1975 shall continue to have tenure.

2. (a) A faculty member appointed in the academic rank of instructor or junior librarian as of or before September 1, 1974 or during the 1974-75 academic year and promoted to the academic rank of assistant professor or assistant librarian as of or after September 1, 1974 or a faculty member appointed in or promoted to the academic rank of assistant professor or assistant librarian as of or before September 1, 1974 or during the 1974-75 academic year who, having completed at least three (3) academic years of full-time service at the college and having served full-time for five (5) academic years as an assistant professor (assistant librarian) in higher education or having completed at least three (3) academic years of full-time service at the college and having served full-time for six (6) academic years as a full-time teacher (professional librarian) in higher education is reappointed, other than a terminal reappointment, in that academic rank of assistant professor for the succeeding academic year or who is granted tenure pursuant to Section 2(b) of this Article shall have tenure effective September 1 of the academic year of his reappointment or as of September 1 of the academic year succeeding the academic year in which he or she was granted tenure.

(b) A faculty member described in Section 2(a) of this Article shall, during his second year of service in the academic rank of assistant professor or assistant librarian and during each year thereafter that he is reappointed as an assistant professor or as an assistant librarian, including a terminal reappointment shall be considered for tenure. The criteria to be applied in this consideration shall be the criteria for promotion to associate professor or associate librarian except for years of service in rank. This consideration shall be treated in the same manner as a consideration for promotion for purpose of Article XII (Faculty Reappointment and Promotions), Article XIII (Professional Evaluation) and Article XIV (Record File) of this Agreement.

(c) A faculty member granted tenure pursuant to Section 2(b) of this Article shall automatically be promoted to associate professor or associate librarian upon completion of the years of service in rank requirements.

(d) A faculty member described in Section 2(a) of this Article who is given a terminal reappointment in the academic rank of assistant professor or assistant librarian shall be considered for reappointment in that academic rank during the term of his or her terminal reappointment and, if not reappointed, the terminal appointment shall be deemed a terminal appointment for purposes of Article XII (Faculty Reappointments and Promotions), Part C, of this Agreement and, if reappointed, the terminal appointment shall be deemed a reappointment.

3. (a) A faculty member appointed in the academic rank of associate professor or associate librarian as of or before September 1, 1974 or during the 1974-75 academic year, if reappointed, other than a

terminal reappointment, as an associate professor or associate librarian effective September 1, 1977 shall have tenure as of that date.

(b) A faculty member described in Section 3(a) of this Article who is given a terminal reappointment in the academic rank of associate professor or associate librarian shall be considered for reappointment in that academic rank during the term of his or her terminal reappointment and, if not reappointed, the terminal reappointment shall be deemed a terminal reappointment for the purposes of Article XII (Faculty Reappointments and Promotions), Part C of this Agreement and, if reappointed, the terminal reappointment shall be deemed a reappointment.

4. A faculty member who is given a terminal reappointment for the academic year 1975-76 shall be deemed to have received proper notice within the meaning of Article XII, Part C of this Agreement.

5. (a) A faculty member appointed in the academic rank of instructor or Junior Librarian as of or after September 1, 1975 and promoted to the academic rank of assistant professor or assistant librarian thereafter or a faculty member appointed in any other academic rank as of or after September 1, 1975 who having completed at least three (3) academic years of full-time services at the College and having served six (6) academic years as a full-time teacher or professional librarian in higher education, and reappointed, other than a terminal reappointment for a seventh year shall have tenure at the end of that academic year.

(b) A faculty member appointed in the academic rank of instructor or Junior Librarian as of or after January 1, 1978, and promoted to the academic rank of assistant professor or assistant librarian thereafter or a faculty member appointed in any other academic rank as of or after January 1, 1978, who having completed at least six (6) academic years of full-time service at the College and reappointed, other than a terminal reappointment for a seventh year shall have tenure at the end of that academic year. The Board may agree to count up to three years of full-time teaching in higher education or professional librarian service as fulfilling a part of the tenure service requirement.

6. A tenured faculty member shall have continuous reappointment, unless he resigns or retires, is terminated pursuant to Article XXX (Reduction of Faculty) or pursuant to Article III (Chapter Membership) or is discharged pursuant to Article XVI (Faculty Discipline).

7. Instructors, laboratory instructors and junior librarians shall not be eligible for tenure.

8. A faculty member who receives an appointment pursuant to Article XI, C(2) shall not have more than one year of his appointment counted toward tenure.

ARTICLE XVI
FACULTY DISCIPLINE

A. Basis

1. A faculty member may be disciplined only by dismissal or by suspension.

2. Except as otherwise provided in Article III of this Agreement, a faculty member may be dismissed or suspended only for the following reasons:

(i) Serious professional misconduct or gross neglect of duty,

(ii) Incompetence, or

(iii) Conviction of a felony,

(iv) Physical or emotional inability, which is not temporary, to perform his/her academic duties.

3. Parts B, C, and D of this Article shall apply in cases involving the question of (i) Serious professional misconduct or gross neglect of duty, (ii) incompetence, or (iii) conviction of a felony.

B. Preliminary Procedures

1. When a question arises as to whether a faculty member should be disciplined, the matter shall be discussed informally in a private conference between the President or the President's designee and the faculty member. The faculty member may be accompanied by a colleague, selected by the faculty member, if he or she wishes.

2. (a) If the matter is not disposed of by mutual agreement as a result of the private conference, the President or his or her designee shall request the Faculty Appeals Committee to conduct an informal inquiry into the matter.

(b) If the formal inquiry into the matter does not result in an agreement between the President or his or her designee and the faculty member, the Faculty Appeals Committee shall inform the President and the faculty member of its recommendation as to whether formal proceedings should be instituted.

C. Formal Procedures

1. (a) If, after receipt of the recommendation of the Faculty Appeals Committee, the President decides to institute formal proceedings against the faculty member, he shall send the faculty member a written statement of the charges against him with as much specificity as possible and a statement of the discipline he seeks to impose.

(b) Within ten (10) class days of receipt of the statements, the faculty member may request a hearing on the charges before the Peer Evaluation Committee. This request shall be made in writing and a copy shall be sent to the President.

(c) If the faculty member requests a hearing before the Peer Evaluation Committee, his request shall be granted and the Committee shall hear the charges in accordance with the provisions herein.

(d) If a faculty member is suspended pending final action by the Peer Evaluation Committee, he or she shall continue to be paid. The faculty expects that, pending final action by the Peer Evaluation Committee, the faculty member shall continue to perform his or her duties unless immediate harm to himself or herself or to others is threatened by his or her continuance.

(e) If the faculty member does not request a hearing before the Peer Evaluation Committee within ten (10) class days of receipt of the President's statements he or she shall be deemed to have resigned if the discipline sought by the President is dismissal or he shall be deemed to have taken a leave of absence without pay for the stated period of the proposed suspension if the discipline sought by the President is suspension.

2. (a) Not earlier than thirty (30) class days but not later than sixty (60) class days after receipt of the faculty member's request for a hearing, the Peer Evaluation Committee shall commence the hearing with at least ten (10) days written notice of the time, place, and date to the faculty member and to the President.

(b) Within thirty (30) days of receipt of the faculty member's request for a hearing, the Committee may, with the consent of the parties concerned, hold joint pre-hearing meetings with the parties in order to

(i) define the issues,

(ii) agree to a stipulation of facts,

(iii) provide for the exchange of documentary or other information and

(iv) achieve such other appropriate pre-hearing objectives as will make the hearing fair, effective, and expeditious.

(c) Prior to the hearing, the faculty member concerned and the President may each disqualify one (1) member of the Committee. A disqualified member of the Committee shall be replaced by a faculty member appointed by the Faculty Executive Committee.

3. (a) The hearing conducted by the Peer Evaluation Committee shall be private, unless the faculty member, both parties and the Committee all agree that the hearing shall be public.

(b) During the proceedings the faculty member will be permitted to have an academic advisor and/or a counsel of his own choice participate fully in these proceedings.

(c) During the proceedings, the Board will be permitted to have an academic advisor and/or a counsel of its choice participate fully in the proceedings.

(d) At the request of either party or of the Committee, one representative designated by the President of the Chapter and one representative designated by the President shall be permitted to attend the proceedings as an observer.

(e) A verbatim record of the hearing or hearings shall be taken and a copy shall be made available to the faculty member without cost, at the faculty member's request.

(f) The burden of going forward and the burden of persuasion that cause for discipline exists rests with the President.

(g) The Committee shall grant adjournments to enable either party to investigate evidence as to which a valid claim of surprise is made.

(h) The faculty member shall be afforded an opportunity to obtain necessary witnesses and documentary or other evidence. The President or his or her designee shall cooperate with the Committee in its efforts in securing witnesses and having available documentary and other evidence.

(i) The faculty member and the President, or their respective advisor or counsel shall have the right to confront and cross-examine all witnesses. Where the witnesses cannot or will not appear, but the Committee determines that the interests of justice require admission of their statements, the Committee shall identify the witnesses, disclose their statements, and if possible provide for interrogatories.

(j) In the hearing of charges of incompetence, the testimony may include that of qualified faculty members from the College and other institutions of higher education.

(k) The Committee shall not be bound by strict rules of legal evidence, and may admit any evidence which is of probative value in determining the issues involved. Every reasonable effort will be made to obtain the most reliable evidence available.

4. Within five (5) class days of the conclusion of the hearing, the Peer Evaluation Committee shall send its decision to the faculty member and to the President. The decision shall be in writing, shall state the reasons for the decision, and shall be based solely on evidence in the record.

5. (a) Within twenty (20) class days of receipt of the Peer Evaluation Committee's decision, the Committee and the faculty member shall be informed by the President in writing as to whether the Board accepts or rejects the decision of the Committee. If the Board rejects the decision of the Committee, it shall inform the Committee and the faculty member of the reasons for its decision.

(b) If the Board accepts the decision of the Peer Evaluation Committee, the matter shall be closed and the faculty member shall have no further right or remedy against the Board, its agent, servants, or employees or the Chapter. The Chapter shall have no right or remedy against the Board, its agents servants or employees.

(c) If the Board rejects the decision of the Peer Evaluation Committee, the Chapter may submit the question as to whether the faculty member shall be disciplined to binding arbitration in accordance with the provision of Article XXXIV (Grievance and Arbitration) Part C, Section 4 of this Agreement.

ARTICLE XVII

ACADEMIC FREEDOM

1. A faculty member is entitled to full freedom in research in the publication of the results, subject to adequate performance of his or her other academic duties; but research for pecuniary return utilizing college facilities or college funds should be based upon a written understanding with the Vice President for Finance.

2. A faculty member is entitled to freedom in the classroom in discussing his subject, but he or she should be careful not to introduce into his or her teaching controversial matter which has no relation to his or her subject.

3. A faculty member is a citizen, a member of the learned profession, and a member of an educational community. When he or she speaks or writes as a citizen, he or she should be free from institutional censorship or discipline, but his or her special position in the community imposes special obligations. As a man or woman of learning and as an educator, he or she should remember that the public may judge his or her profession and his or her institution by his or her utterances. Hence he or she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he or she is not a college spokesman.

ARTICLE XVIII

FACULTY MEMBERS APPOINTED TO ADMINISTRATIVE POSITIONS

Academic officers of the College who presently hold an academic rank and tenure in a department of the College shall continue to hold that academic rank and tenure upon returning to the faculty. Academic officers who return to the faculty shall have that seniority as of the date they left the faculty for purposes of Article XXX (Reduction of Faculty), except that present Academic Officers shall have seniority as of the date of employment by the College.

ARTICLE XIX

POWERS AND ORGANIZATION OF THE FACULTY

A.

1. (a) In addition to the duties and responsibilities of the faculty set forth in other Articles of this Agreement, the faculty shall have primary responsibility for decision in areas of students' admission requirements, curriculum of courses and/or laboratories offered through departments, subject matter of and methods of instruction in courses and/or laboratories offered through departments, research, and those aspects of student life which relate to the educational process.

(b) The advice of the faculty will be solicited with respect to all decision in the areas stated in Part A, 1(a) of this Article prior to the making of the decision.

(c) If the decision of the President in any of the areas stated in Part A, 1(a) of this Article is contrary to the recommendation of the faculty, the faculty may submit the dispute to the appropriate committee of the Board for final resolution. The faculty expects that with respect to this dispute the power of final decision which is lodged in the Board will be exercised adversely only in exceptional circumstances. The Board will explain its decision in writing with as much specificity as possible.

2. The establishment of requirement for degrees in course, the determination that such requirements have been met in any individual case, and the recommendation to the Board that degrees in course be conferred are responsibilities vested in the faculty.

3. (a) Through appropriate faculty committees, the faculty shall actively participate in the making of recommendations to the Board in the areas of:

- (i) long-range planning
- (ii) the use of existing physical resources and the acquisition of additional physical resources; and
- (iii) priorities in the deployment of financial resources.

(b) The President or his or her designee shall comply with reasonable requests from the appropriate faculty committee for information pertinent to the faculty committee's functions as specified in Part A, Section 3 of this Article.

4. The advice of the faculty will be solicited with respect to decisions in the areas of curriculum of courses and/or laboratories not described in Part A, Section 1(a) of this Article and of subject matter of and method of instruction in courses and/or laboratories not described in Part A, Section 1(a) of this Article.

5. No less than one (1) member of the faculty appointed by the Faculty Executive Committee shall serve on all inter-institutional committees dealing with recommendations and/or decisions in the areas of students' admissions requirements, curriculum, subject matter and methods of instruction, research and those aspects of student life which relate to the educational process unless otherwise mandated by the entity establishing the inter-institutional committees.

6. The faculty may delegate those of its powers it deems advisable to faculty committees in a matter consistent with the organizational structure described in Part B of this Article so long as this delegation is not inconsistent with the provisions of this Agreement.

B. Organization

1. (a) At least two regular meetings of the faculty shall be held each semester on the third Wednesday of the months selected. In case of emergency, an alternate date may be set by the Faculty Executive Committee.

(b) The regular meeting held in April shall be for the purpose of holding elections and receiving annual reports.

(c) Special meetings must be called by the Chairperson of the faculty at the request of the Faculty Executive Committee or upon the written request of any five Faculty members or upon the request of the President.

(d) One-third of the voting members shall constitute a quorum.

(e) Voting shall be by yeas and nays unless 10 members of the Faculty shall by a show of hands request a secret written ballot, which shall then be taken.

2. (a) All faculty members shall be entitled to vote on resolutions before the faculty. Six representatives of the part-time instructional staff shall also be entitled to vote. Part-time representatives shall be chosen as follows: three elected by and from the evening staff, and three elected by and from the day staff.

(b) Academic officers shall have the right to attend all regular meetings of the faculty but shall not have the right to vote.

(c) The faculty shall determine the manner in which it shall exercise its powers according to its own rules and regulations except as otherwise provided in this Agreement.

3. (a) The officers of the faculty shall be a Chairperson, a Vice-Chairperson, and a Secretary-Treasurer. Each officer must be a member of the faculty, and the Chairperson, and Vice-Chairperson must have professorial rank and tenure.

(b) At the regular meeting in March, the officers shall be nominated from the faculty, as determined by the term of office.

(c) All officers shall be elected by secret ballot at the April meeting of the faculty. A majority vote shall elect on the first ballot unless no candidate receives a majority, in which case a run-off election will be held immediately between the two candidates who received the most votes. The run-off election shall be decided by majority vote. If there is only one candidate for an office, election may be by voice vote.

(d) All officers shall serve for a term of two years (from September 1st to August 31st of the second year) and may succeed themselves for no more than one additional term in the same office.

(e) Duties of the officers are as follows:

(i) The Chairperson shall preside at all meetings of the faculty and the Faculty Executive Committee, be an ex officio member of all committees except as otherwise provided in the rules and regulations of the faculty and shall appoint the Nominating Committee.

(ii) The Vice-Chairperson shall perform the duties of the Chairperson in his absence or at his request.

(iii) The secretary-treasurer shall keep the minutes of all faculty meetings and Faculty Executive Committee meetings; keep the roll of membership; send a copy of the faculty minutes to each member within ten days after a meeting; send written notice of each meeting to each member of the faculty at least five working days before a regular meeting and three working days before a special meeting; and receive monies, which shall be disbursed as directed by the Faculty Executive Committee.

(f) Vacancies in office shall be filled by the Faculty Executive Committee, subject to approval of the Faculty at the next regular meeting.

C. Committees of the Faculty

1. (a) The Standing Committees of the faculty are: Faculty Executive Committee, Peer Evaluation Committee, Faculty Appeals Committee, Faculty Personnel Committee, Curriculum Committee, Library Committee, Academic Evaluation Committee, Admissions Committee, Counseling Committee, College Publications Committee, Scholarship and Financial Aid Committee, Faculty-Student Committee, and Faculty Committee on Intercollegiate Athletics.

(b) The faculty may establish other committees as the need arises.

(c) No member of the faculty shall serve on the Peer Evaluations Committee and the Faculty Appeals Committee at the same time.

(d) Members of faculty committees presently in office as of September 1, 1975, shall continue in office for the term specified in this Article measured from the date of their election.

2. (a) The Faculty Executive Committee shall consist of six (6) members: the Chairperson, Vice-Chairperson and Secretary-Treasurer of the faculty and three (3) members at large: one (1) from the Division of Liberal Arts - Business; one (1) from the Division of Science - Engineering; and one (1) from either Division. At least one member-at-large must be a non-tenured faculty member. In the event that an additional academic division is established during the term of this Agreement, the membership of the Faculty Executive Committee shall be increased by one (1) and that person shall be from the additional academic division.

(b) Each member-at-large shall serve for a two (2) year term and may be elected for no more than two (2) consecutive terms.

(c) The Faculty Executive Committee shall conduct the affairs of the faculty between meetings, determine the agenda of Faculty Meetings and perform those duties delegated to it by the faculty and described elsewhere in this Agreement. The Committee may request information and reports from all faculty committees and from faculty representatives.

(d) The Faculty Executive Committee shall meet as need requires.

(e) Four members of the Faculty Executive Committee shall constitute a quorum.

3. (a) The Peer Evaluation Committee shall consist of seven (7) faculty members: the Chairperson of the faculty, the Chairperson of the Faculty Personnel Committee and five (5) members-at-large at least three (3) of whom shall be tenured members of the faculty elected by the faculty. There shall also be two alternate faculty members who shall serve when regular members of the committee are being evaluated or are otherwise unable to serve.

(b) Each member shall serve a two (2) year term and may be elected for no more than two (2) consecutive terms. No more than one member of the Committee may be elected from any one department and no more than three (3) members may be elected from any academic division.

(c) The Chairperson of the Peer Evaluation Committee shall be elected annually by members of the Committee.

(d) The Peer Evaluation Committee shall exercise the duties and responsibilities specified in this Agreement.

4. (a) The Faculty Appeals Committee shall consist of five (5) faculty members at least three (3) of whom shall be tenured and at least one (1) of whom shall be non-tenured.

(b) Members of the Committee shall serve staggered terms of up to three (3) years so that no more than two (2) members of the Committee terminate their membership on the Committee in any one year. Members elected thereafter shall serve a term of three (3) years and may be elected for no more than two (2) consecutive terms.

(c) The Chairperson of the Faculty Appeals Committee who shall be a tenured member of the faculty shall be elected by the members of the Committee.

(d) The Faculty Appeals Committee shall exercise the duties and responsibilities specified in this Agreement.

5. (a) The Faculty Personnel Committee shall be composed of the Chairperson of the Faculty, the Chairperson of each department, and two (2) members at large elected by the faculty.

(b) The Chairperson of the Faculty Personnel Committee shall be elected by the Committee.

(c) The Chairperson of the faculty and department Chairpersons shall serve for their terms of office. Members-at-large shall serve a term of one (1) year and may be elected for no more than two (2) consecutive terms.

(d) The Faculty Personnel Committee shall exercise the duties and responsibilities specified in this Agreement and shall advise the faculty on all matters related to personnel policy.

6. (a) The Curriculum Committee shall be composed of one (1) member from each department selected in a manner determined by the faculty.

(b) The faculty shall determine the manner in which the Chairperson shall be selected.

(c) The Curriculum Committee shall exercise the duties and responsibilities of the faculty assigned to the Committee by the faculty in a manner not inconsistent with the provisions of this Agreement.

7. The remaining standing committees of the faculty shall be organized and shall exercise these duties and responsibilities determined by the faculty in a matter not inconsistent with the terms of this Agreement.

ARTICLE XX

DEPARTMENTS

1. (a) No department of the College shall be abolished except as otherwise provided in Article XXX of this Agreement or merged with any other department or divided into two (2) or more departments unless the Board determines otherwise. In the event that the President and the faculty of the department or departments affected disagree as to whether a department should be abolished, merged with another department or divided, the faculty members concerned may submit the dispute to the appropriate committee of the Board for final resolution. The Board will explain its decision in writing with as much specificity as possible.

(b) No new department shall be created except after consultation with the Faculty Personnel Committee.

2. A faculty member may be reassigned, by the Academic Vice President or his or her designee, from one department to another in the event that his or her scholarly preparation, teaching assignments, preference and interests would be better served through such reassignment. Such reassignment shall be made in consultation with the faculty member. In the event the faculty member objects to such reassignment, the approval of the Faculty Personnel Committee must be obtained.

3. (a) Unless otherwise agreed to in writing between the Board and the Chapter, all courses for college credit, all developmental courses and/or all laboratories which are or traditionally would be offered through an existing department of the College shall be offered through an academically appropriate department.

(b) Courses for college credit, developmental courses and/or laboratories which are not or traditionally would not be offered through an existing department of the College shall, if taught by persons other than faculty members or by faculty members on an overload basis, be offered through the Office of the Academic Vice President, or shall, if taught by faculty members as part of their required load, be offered through a new department.

4. Those decisions which by the terms of this Agreement are required to be made by a department shall be by a majority vote of faculty members in the department.

5. (a) Every department shall have a Chairperson who shall be elected in a secret ballot by the department pursuant to the provisions of Section 6 of this Article.

(b) A department Chairperson shall serve for two (2) years commencing July 1 following his/her election.

(c) A department Chairperson in office on the date of execution of this Agreement shall serve in that capacity until July 1, 1976 and shall be eligible for election as a department Chairperson pursuant to the provisions of Section 6 of this Article.

(d) In the event a department Chairperson does not complete his/her term of office, a successor shall be elected to complete his/her term of office pursuant to the provisions of Section 6 of this Article.

6. (a) When it is necessary to elect a department Chairperson, the department shall elect a Nominating Committee of three (3) faculty members in the department except that in the event there are fewer than three (3) faculty members in the department, the Nominating Committee shall be composed of all members of the department. For regularly scheduled elections, this Committee shall be elected by April 15 of the year in which the term of the department Chairperson expires.

(b) Nominations shall be from faculty members in the department and shall be submitted in writing to the Nominating Committee. Nominees shall verify their willingness to serve, if elected, to the Committee.

(c) Nominees shall be tenured faculty members in the department except that in the event a department has no tenured faculty members, nominees shall be non-tenured faculty members in the department.

(d) The Nominating Committee shall receive nominations for a period of one (1) week after informing each faculty member in the department that nominations are open. At the end of that week, the Committee shall announce the names of all individuals nominated who are willing to serve if elected. In the event that no tenured faculty member nominated is willing to serve, nominations shall be reopened for a period of one (1) week and nominees shall be non-tenured faculty members in the department. At the end of that week, the Committee shall announce the names of all individuals nominated who are willing to serve, if elected.

(e) The Nominating Committee shall set the date for the election within ten (10) class days of the date nominations are announced but not earlier than five (5) class days after the announcement.

(f) In the event no nominee receives a majority on the third ballot, the names of those nominees receiving the greatest number of votes shall be submitted to the Academic Vice President or his or her designee who shall appoint one of the nominees as department Chairperson.

(g) The Chairperson of the Faculty or his or her designee shall conduct the election, count the ballots, and announce the results.

7. (a) When the appointment of an administrative assistant is authorized for a department by the Academic Vice President, the department Chairperson, with the consent of the department, shall select a faculty member in that department to serve in that capacity.

(b) The administrative assistant in a department shall perform those duties agreed to between the Academic Vice President and the department Chairperson.

8. The duties of the department Chairperson are as follows:

General Duties

(i) Report to the Academic Vice President or his or her designee and transmit communications between the Board and/or its agents and department members.

(ii) File with the Academic Vice President or his or her designee an annual report summarizing the work of the department and such other appropriate departmental reports as may be requested by the Board and/or its agents.

(iii) Make recommendations to the Academic Vice President or his or her designee pertaining to the administration of the department, the work of members of the department and the instructional mission of the department.

(iv) Assist the Academic Vice President and other officers of administration in determining whether course sections should be added, cancelled or closed.

(v) Perform other duties as assigned elsewhere in this Agreement.

(vi) Communicate information about administrative and academic matters to the members of the department.

(vii) Submit to officers of administration and/or appropriate faculty committees proposals or recommendations of the department.

Specific Duties - Coordination of Personnel

(i) Coordinate the instructional efforts and participate in the evaluation of regular full-time and part-time members of the instructional staff. Encourage development, improvement and innovation in teaching; encourage and facilitate teamwork and good morale within the department.

(ii) Assume responsibility for informing new teachers of instructional, educational and administrative policies of the College.

(iii) Encourage department members to engage in those professional and scholarly activities which enhance the growth, improvement, expansion and prestige of the department, including the earning of advanced degrees, pursuit of independent research, and the publication of research.

(iv) Preside at department meetings.

(v) Administer policies pertaining to the conduct of professional and academic responsibilities of members of the instructional staff assigned to the department.

(vi) After consultation with department members, prepare a schedule of course offering and teaching assignments by the required deadlines and in compliance with the provisions of Article IX of this Agreement and submit these to the Academic Vice President or his or her designee for approval.

(vii) Transmit to the Academic Vice President or his or her designee the office hours of members of the department.

(viii) Be responsible for seeing that all courses which are to be taught by members of the instructional staff are covered at the outset of each semester.

Curriculum and Course Responsibilities

(i) On his or her initiation, or in cooperation with the Academic Vice President or his or her designee and/or with members of the instructional staff, encourage and initiate curriculum and course review and development.

(ii) Be responsible for reviewing, updating and forwarding to the Academic Vice President syllabi for all courses taught in the department.

(iii) Review textbook lists and consolidate departmental text orders and forward them to the Bookstore manager. Secure from members of the instructional staff in his department and give to the Librarian bibliographical information for book and periodical purchases. Help to obtain desk copies of approved texts for faculty members of the instructional staff in the department.

Budget

(i) Prepare and submit departmental budgets to the Academic Vice President or his or her designee for approval and supervise the expenditures of allocated funds in accordance with the procedures established by the Vice President for Finance of the College.

(ii) Requisition needed supplies and equipment for the department.

(iii) Submit laboratory budgets, and inventories.

ARTICLE XXI

COMPENSATION

A. Instructional and Library Staff Salaries

1. Effective September 1, 1977, the academic year salary of a regular full-time member of the instructional staff who was a regular full-time member of the instructional staff during the preceding academic year shall be increased by an amount equal to seven and three-quarter percent ($7 \frac{3}{4}\%$) of the arithmetic mean of all such preceding academic year salaries as of the May 31 payroll of regular full-time members of the instructional staff in his/her rank during such preceding academic year.

2. Effective September 1, 1977, the twelve-month salary of a regular full-time member of the professional library staff who was a regular full-time member of the professional library staff during the preceding twelve months shall be increased by seven and three-quarter percent ($7 \frac{3}{4}\%$).

3. Effective September 1, 1977, the salary maximums for each academic rank shall be as follows:

Laboratory Instructor	\$10,896
Instructor	15,336
Assistant Professor	18,644
Associate Professor	22,656
Professor	27,536

B. Promotional Increases

A faculty member promoted to a new academic rank shall receive a six percent (6%) increase in his/her salary as of September 1 of the year in which the promotion is effective. This increase shall be in addition to any other salary increase provided in this Agreement and shall be computed after the addition of the increase provided in Part A of this Article. In the event that the promotion increase and the doctoral increase become effective on the same date, the total combined increase shall be twelve (12) percent.

C. Doctoral Increases

A regular full-time member of the instructional staff who acquires an earned doctorate on or after September 1 shall receive a six percent (6%) increase in his current academic year salary providing that the doctorate is officially granted, except for ceremonial conference, on or before December 31. If the doctorate is granted after December 31, the faculty member shall receive this salary increase as of September 1 of the succeeding academic year. This increase shall be in addition to any other salary increase provided in this Agreement and shall be computed after the addition of the increase provided in Part A of this Article.

D. Overload Compensation

A faculty member who is entitled to overload compensation as defined in Article XXIX of this Agreement shall be compensated \$800 for each three (3) credits or equivalent contact hours of overload. Overload compensation shall be paid in four (4) equal installments on the last day of October, November, December, and January for the fall semester and on the last day of February, March, April and May for the spring semester.

E. Summer Session Compensation

A faculty member who teaches during the summer session during the calendar year 1978 shall be compensated at the summer session rates as listed below for each three (3) credits or equivalent contact hours of summer session teaching. Summer session compensation shall be paid on the last day of class or on the date grades are submitted, whichever date is later.

Laboratory Instructor	\$500	\$550	\$600
Instructor	650		
Assistant Professor	700		
Associate Professor	750		
Professor	800		

F. Other Compensation

1. A faculty member who agrees, as part of his required load, to teach courses where the time between the end of the first class hour and the beginning of the last class hour exceeds eight (8) hours on any one day shall be compensated at a rate of \$55.00 for each contact hour taught beyond the time restriction.

2. A faculty member assigned field work supervision shall be compensated at the rate of \$55.00 for each student supervised, up to a maximum of fifteen (15) students in any semester.

3. The basis for compensation for a faculty member who works in a specialized facility or program shall be as specified in Supplement A which is appended to and made part of this Agreement.

G. Faculty Pay Periods

A regular full-time member of the instructional staff shall, at his or her option, be paid his/her academic year salary in nine (9) or twelve (12) equal monthly installments on that day of the month conforming to past practice.

H. Reopening of Negotiations

Within sixty (60) days but no later than thirty (30) days prior to August 31, 1978, the Board and the Chapter shall reopen negotiations concerning compensation and health and welfare benefits for faculty members for the year September 1, 1978 - August 31, 1979. In the event no agreement is reached, the provisions of Article XXXV of this Agreement shall be suspended effective August 31, 1978 and shall remain suspended until an agreement is reached.

ARTICLE XXII

HEALTH AND WELFARE BENEFITS

A. The College agrees to pay during the term of this contract the premiums for the following insurance benefit plans:

1. For full-time permanent members of the faculty covered by this Agreement and their eligible dependents

(a) The New Jersey Hospital Service Plan (Blue Cross/Blue Shield) and Rider J coverage. The coverage currently in effect shall be changed to the Blue Cross 365 Day Expanded Coverage Plan and the Blue Shield Series 750 Plan. These changes shall be implemented as soon as a college-wide program can be agreed upon. New employees shall be eligible for such plan effective on the 16th day of the month following thirty (30) days of employment.

(b) Major Medical Insurance (Connecticut General Life Insurance Company). New employees shall be eligible for such plan on the first of the month following thirty (30) days of employment.

2. For retired faculty members at Age 65 and their eligible dependents, if such faculty members have completed fifteen (15) years of full time service at Union College, New Jersey Hospital Plan (Blue Cross/Blue Shield) Medicare Complimentary Coverage, provided they are enrolled in Medicare Parts A and B, and fulfill any other necessary enrollment requirements under the applicable insurance policy.

3. For full-time permanent members of the faculty covered by this Agreement

(a) Basic

Group Dental Insurance Plan effective January 1, 1978.

Dependent Coverage

The College shall pay one-half (1/2) of the premium for dependent coverage, such dependent coverage to be contingent upon college-wide enrollment by 75 percent of the eligible families, on or before December 1, 1977.

(b) TIAA Total Disability Plan with benefits up to age 65. Eligibility begins after one year of full time service.

(c) Group Life Insurance (Connecticut General Life Insurance Company). The coverage is twice the annual base salary up to a maximum of \$75,000. New employees shall be eligible for such Life Insurance coverage on the first day of the month following thirty (30) days of employment.

B. TIAA Pension Plan

The College agrees to contribute ten percent (10%) of the base salary of each full time permanent member of the faculty covered by this Agreement. The employee shall contribute five percent (5%) of his/her base salary. Eligibility begins after one year of full time service.

C. TIAA Deferred Tax Annuity Plan

This Plan is at the employee's option. Salary deductions will not be matched by the College.

D. Workmen's Compensation

As defined by the applicable State laws.

E. Unemployment Compensation

As defined by the applicable laws.

F. It is the responsibility of each employee to contact the Personnel Officer if he/she wishes to apply for any one of the above listed benefits. Furthermore, the employee eligible for such benefits agrees to complete and execute all forms and applications and authorizations as requested by the College and/or insurance carrier(s) affording the aforesaid benefits.

G. It is agreed and understood that the sole liability of the College is to pay the aforesaid premiums for the insurance coverages heretofore set forth, and that any and all claims for benefits, eligibility requirements and other conditions shall be as set forth in the policy or policies of insurance affording the aforesaid benefits. The terms and conditions of said policy or policies shall govern and control all questions or claims arising hereunder.

H. The College reserves the right to change the insurance carrier or carriers providing the aforesaid benefits or to consolidate any or all of the above plans. Covered employees shall not suffer any loss in benefits as a result of a change.

I. Tuition Remission

The College agrees to accord full-time permanent members of the faculty and their dependents free tuition in any course of study at the College provided space is available and they meet the normal College requirements for admission to credit courses. This benefit covers tuition cost only. Any additional charges such as fees, books, etc. shall be paid by the student. Employees and/or dependents must obtain a "Certification of Employment" form from the Payroll Department. A proof of dependency status is required for dependents. A dependent is a person for whom the employee claims an exemption under the provision of the Internal Revenue Service laws, rules and regulations.

J. Faculty Improvement Plan

The College has instituted a Faculty Improvement Plan to assist faculty members in the completion of doctoral requirements. Loans from the Faculty Improvement Plan may be made, subject to the following conditions:

1. Applicant must hold an appointment and must have previously completed at least two consecutive academic years as a full-time faculty member at Union College. (Academic year runs from September to June).
2. Applicant must have been admitted to doctoral candidacy at a recognized American or European University with all course work completed.
3. Loans will ordinarily not exceed \$1,500.00, but in any case may not exceed \$2,000.00.
4. No interest will be charged while the candidate holds an appointment to the Union College faculty (either on leave or active).
5. No interest will be charged after the candidate has received the degree, so long as he continues as a member of the Union College faculty.
6. At the end of each academic year after the one in which the degree has been received, provided the recipient has served for that year as a full-time faculty member of Union College, \$250.00 will be cancelled from the loan.
7. If the recipient of a loan leaves Union College faculty before annual forgiveness has wiped out the loan, whether or not he has received the degree, repayment of balance is due with interest of 5% per annum from the date of the loan.

8. In case the recipient fails to receive the degree within three academic years after the one in which the loan is made, the loan becomes a legal interestbearing debt to Union College, subject to modification as to principal or interest or both by the Board of Trustees on recommendation of the President in light of the circumstances of the case.

Applications for such a loan are filed with the Vice President for Academic Affairs and must be accompanied by a written recommendation from the departmental chairman and the Divisional Dean concerned. They are presented by the President to the Board of Trustees for approval.

K. Tuition Reimbursement

Partial refund of tuition - not fees - shall be made under the following conditions:

1. Eligibility

(a) All full-time members of the faculty taking courses towards the completion of an advanced degree are eligible for such tuition reimbursement as defined further below.

(b) Reimbursements for courses not directed toward a degree must be recommended by the departmental chairman and approved by the Divisional Dean or by the Director of the Library.

(c) A faculty member who does not obtain the recommendation of his or her departmental chairperson or the approval of his Divisional Dean may appeal the decision to the Vice President for Academic Affairs.

(d) In all cases, reimbursement will be made only for courses satisfactorily completed.

(e) In order to be eligible for such tuition reimbursement, a full-time member of the faculty must have completed one year of service at Union College.

2. Amount and Limitations

(a) After June 30th, the Business Office determines the total request for the preceding academic year. Whenever the requests for reimbursement exceed the amount available, reimbursement will be paid proportionately; however, reimbursements will normally always be at least 75% of tuition paid. A full-time member of the faculty may receive payments totalling not more than \$800.00 per year.

(b) Payments will be made once a year on or about July 31st for courses taken during the preceding academic year.

(c) No reimbursement is payable for fees, room, board, "Matriculation continued," "Theses supervision" or the like, which are regarded as fees and not tuition, inasmuch as class attendance is normally not involved.

(d) In order to obtain tuition reimbursement, a full-time member of the faculty must fill out an "Application for Tuition Reimbursement" form obtainable from any Divisional Dean's office or the Personnel Officer, and file it with the appropriate Divisional Dean or the Director of Library, not later than June 30th of the academic year in which the course(s) was taken.

3. Budgeting for Tuition Reimbursement

The College agrees to include an amount for tuition reimbursement in its annual budgets.

ARTICLE XXIII
OUTSIDE EMPLOYMENT

1. The primary responsibility of the faculty is to the College.
2. A faculty member may undertake outside employment provided that this employment does not interfere with his or her faculty responsibilities.

ARTICLE XXIV

LEAVES OF ABSENCE BECAUSE OF COURT APPEARANCES

1. Faculty members who are required to report to court in person in response to an involuntary subpoena or in response to a jury duty summons, or who are required to report for jury examination or qualification, or who are required to serve on a jury, shall receive their regular salary with no loss of other benefits during these absences. The faculty member shall perform his or her duties as set forth in this Agreement during the period of his or her absence because of court appearances to the extent practicable.

2. During the first ten (10) working days of court appearance, the faculty members in the affected department shall cover the professional assignments of the faculty member involved. Thereafter if the court appearance continues beyond the initial ten (10) working day period, the Board shall secure a suitable replacement for the faculty member in accordance with the provision of Article X of this Agreement.

ARTICLE XXV

LEAVES OF ABSENCE BECAUSE OF ILLNESS OR INJURY

1. (a) Subject to the provisions of Section 3 of this Article, each faculty member shall be granted leave with pay, less disability insurance and/or workmens' compensation payments, with no loss of other benefits for absence because of illness or injury (including inability to work arising out of or connected with pregnancy or recovery therefrom) for a period of up to six (6) months during an academic year. The Board may require medical certification which shall be submitted to the Academic Vice-President or his or her designee that such a condition warrants the leave. Such leave shall be considered as service within the meaning of Article XIII A2 (ii), 3(ii) and 4(ii).

(b) During the first ten (10) working days of leave, the faculty members in the affected department shall cover the professional assignments of the faculty member involved. Thereafter, if the leave continues beyond the initial ten (10) working day period, the Board shall secure a suitable replacement for the faculty member in accordance with the provisions of Article X of this Agreement.

2. For periods longer than six (6) months, the monthly income benefit provisions outlined in the TIAA agreement shall prevail.

3. A faculty member must notify the Academic Vice-President or his or her designee as soon as is reasonably practicable of his or her illness or injury and of the projected period of absence.

4. (a) A faculty member who has used up the leave allowance defined in Section 1(a) of this Article and who is still unable to return to work may request in writing additional leave with pay and/or with no loss of other benefits for review by the Board. The Board, in its discretion, may grant this request.

(b) A faculty member, employed at the College for more than one (1) academic year, who has used up the allowance defined in Section 1(a) of this Article and who is still unable to return to work shall be granted leave without pay, for a period of up to two (2) academic years.

(c) A tenured faculty member, who has used up the leave allowance (defined in Section 1(a) of this Article) and who is still unable to return to work shall be granted leave without pay for a period of up to three (3) academic years.

(d) The Board in its discretion, may grant leaves or parts of leaves referred to in Section 4(b) and (c) of this Article with no loss of health and welfare benefits.

(e) During a leave referred to in Section 4 of this Article, a non-tenured faculty member shall not acquire any years of credit towards tenure or seniority for purposes of Article XXX (Reduction of Faculty).

ARTICLE XXVI

PROFESSIONAL LEAVES OF ABSENCE

A. Authorized short-term Leaves of Absence

1. (a) A faculty member who attends a professional meeting or conference shall be granted a short-term leave of absence up to a maximum of four (4) working days with pay and with no loss of other benefits with the approval of the department chairperson and with notification to the Academic Vice President or his or her designee must be obtained.

(b) Any reimbursements for short-term leaves of absence must be approved by the Academic Vice President or his or her designee.

2. A short-term leave of absence with pay and with no loss of applicable benefits may be granted for other reasons related to professional activities up to a maximum of twenty (20) working days, upon notification to the department chairperson and upon the approval of the Academic Vice President or his or her designee.

3. During the first ten (10) working days of leave as provided by Part A, Section 1 and 2 of this Article, faculty members in the affected department shall cover the professional assignment of the faculty member involved. Thereafter, if the leave continues beyond the initial ten (10) working days of leave, the Board shall secure a suitable replacement for such faculty member in accordance with the provisions of Article X (Temporary Appointment) of this Agreement.

B. Sabbatical Leaves
(Leaves for Professional Advancement)

1. Sabbatical leaves (Leave for Professional Advancement) may be granted to faculty members for study and research or for creative work in the arts and sciences. Requests for these leaves must be submitted to the Academic Vice President or his or her designee in writing. This request shall explain the plans for the leave, the length of leave desired, and the faculty members' signed agreement to continue his or her services at the College for at least one (1) academic year following the termination of his or her leave. Such leave shall be considered as service within the meaning of Article XIII A 2(ii), 3(ii) and 4(ii).

2. (a) A faculty member shall be eligible for a sabbatical leave (Leave for Professional Advancement) for at least one semester after each six (6) years of service at the College.

(b) A faculty member who takes a sabbatical leave (Leave for Professional Advancement) of one semester shall receive

full pay. A faculty member who takes a sabbatical leave (Leave for Professional Advancement) of one academic year shall receive half-pay for that year.

(c) There shall be no loss of other benefits during the period of sabbatical leave (Leave for Professional Advancement).

3. (a) Normally, no more than one member of a department, or in the case of the Library, no more than one member of the professional library staff shall be granted a sabbatical leave (Leave for Professional Advancement) at one time. Priority in granting such leaves shall be extended to those faculty members with the longest term of faculty service to the College. Except in unusual circumstances, leaves will not ordinarily be granted to faculty members over sixty (60) years of age.

(b) In the event of a dispute as to priority, the Faculty Personnel Committee shall recommend a solution to the Board.

ARTICLE XXVII

LEAVES OF ABSENCE WITHOUT PAY

A. Maternity Leave

A faculty member who has borne a child or who is expecting a child or has legally adopted a minor child shall have the right to maternity leave without pay but with no loss of other benefits for a period of up to one (1) academic year if she notifies the Academic Vice President or his or her designee at least one (1) month before the leave begins. Maternity leave shall begin the first day of a semester and shall end the last day of a semester. If a faculty member on maternity leave decides not to return to the College, she shall inform the Academic Vice President or his or her designee of her decision at least three (3) months prior to her expected date of return. Up to 6 months of maternity leave shall be considered as service under the meaning of Art. XIII, A.2(ii), 3(ii), 4(ii), during an academic year.

B. Other Leaves of Absence

1. A faculty member may be granted a leave of absence without pay of up to one (1) academic year for personal or professional reasons with the approval of the Academic Vice President or his or her designee. Health and Welfare benefits shall be continued at the faculty member's expense. The terms of the leave shall indicate the other benefits which may be continued during the period of the leave. Requests for such professional leaves must be submitted in writing at least one (1) semester before the leave begins. Requests for personal leaves shall be submitted in writing with as much notice as is practicable. If a faculty member on personal or professional leave decides not to return to the College, he or she shall inform the Academic Vice President or his or her designee of the decision at least three (3) months prior to the expected date of return.

2. Such leaves of absence without pay shall not be considered as service within the meaning of Article XIII, A.2 (ii), 3 (ii), 4 (ii) nor as service toward tenure and/or seniority unless otherwise agreed to by the Board and the Chapter.

ARTICLE XXV^{II}

SUMMER SESSIONS

1. (a) Regular full-time members of the instructional staff shall be given the right of first refusal in the assignment of summer session courses offered for credit, developmental courses, and/or laboratories if they are otherwise qualified to teach these courses pursuant to the selection procedure in Section 6 of this Article.

(b) The Chairperson of each department shall inform the Academic Vice-President or his or her designee of the names of those faculty members who have committed themselves to teach summer session courses within ten (10) class days of the date the Chairperson receives the scheduling of summer sessions course offerings. The Board shall rely on this information for the purpose of administering Section 1(a) of this Article.

2. (a) The assignment of summer session courses for credit, developmental courses, and/or laboratories to persons other than regular full-time members of the instructional staff shall be considered tentative, pending cancellation of courses and/or laboratories assigned to faculty members. In the event these courses and/or laboratories are cancelled, the faculty member affected shall be assigned to teach courses and/or laboratories tentatively assigned to persons other than regular full-time members of the instructional staff if he or she wishes and is otherwise qualified to teach those courses and/or laboratories pursuant to a selection procedure to be established for all departments by the Board and the Chapter.

3. No faculty member may teach two (2) courses in a summer session until every faculty member in his/her department who has requested an assignment in that session and who is qualified to teach the course in question has been assigned one course in that summer session pursuant to the selection procedure in Section 6 of this Article.

4. No faculty member shall teach more than three courses and/or laboratories in a summer session unless otherwise agreed to between the faculty member and the Academic Vice-President or his or her designee.

5. All courses for college credit, developmental courses, and/or laboratories which are or traditionally would be offered through an existing department of the College shall be offered through that department.

6. Selection of faculty for summer session assignments shall be as follows:

- a. Faculty shall be selected on the basis of seniority as defined in Article XXX Part A, Section 4 (b) except that
- b. Full-time faculty members who desire to teach summer session sections, but were not assigned for either summer session I or II, shall have first priority in the summer sessions of the following year.
- c. For purposes of this article, summer session means both summer sessions (I and II) considered as a single unit. Assignment to either summer session I or II or both as indicated by the faculty member satisfies the priority rule.

ARTICLE XXIX

FACULTY WORKLOAD

A. Regular Full-Time Members of the Instructional Staff Except Laboratory Instructors Described in Part B of this Article

1. (a) Except as otherwise provided in Section 1(c) of this Article, a regular full-time member of the instructional staff shall teach a maximum of fifteen (15) credit or equivalent contact hours per semester, requiring no more than three (3) separate course preparations, and shall perform all duties related to teaching including the submission of grades and reports, shall fulfill proctoring requirements, shall keep no fewer than two (2) scheduled office hours per week and shall serve on faculty or other College Committees, if given the opportunity.

(b) A regular full-time member of the instructional staff shall be available one (1) evening during every other semester for the purpose of assisting at registration and consulting with students within the five (5) working day period prior to the commencement of each semester, except that Department Chairpersons or their designees shall be available for five evenings during the year, no less than two (2) of which shall be during each semester. The Chairperson or his or her designee shall be available for consultation with the Academic Vice President or his or her designee during the five (5) working day period prior to the commencement of each semester. It is understood that this obligation can be met through telephone communication.

(c) Teaching load requirements for regular full-time members of the instructional staff shall be modified only as follows:

(i) Department Chairpersons shall teach a maximum of nine (9) contact hours per semester unless the number of faculty members in the department is fewer than ten (10) in which case Department Chairpersons may be assigned a maximum of twelve (12) contact hours per semester.

(ii) In consultation with the Chairperson of a department requiring supervision of laboratories, the Academic Vice President or his or her designee shall have the discretion to reduce the teaching load of the Chairperson involved from twelve (12) contact hours a semester to nine (9) contact hours a semester.

(iii) The Chairperson of the faculty shall have his or her teaching load reduced by three (3) credit or equivalent contact hours each semester. The Chairperson of the Peer Evaluation Committee shall have his or her teaching load reduced by three (3) credit or equivalent contact hours during the spring semester.

(iv) Regular full-time members of the instructional staff having agreed to assume administrative duties shall have their teaching load reduced proportionately with these duties up to a maximum reduction of twelve (12) credit hours or equivalent contact hours for the academic year.

(v) Where the terms and conditions of a research grant require a reduction on the teaching load of a faculty member, his or her teaching load shall be reduced in accordance with the requirements of the grant.

(vi) With the approval of the Academic Vice President and the department chairperson, a faculty member, in lieu of a grant, shall be given a reduced teaching load proportional to his or her work in developing new curricula, new options of existing curricula, new courses, laboratory exercises or similar activities.

(vii) A regular full-time member of the instructional staff may with the approval of the department chairperson and the Academic Vice President or his or her designee agree to more than three (3) separate course preparations per semester if he or she is compensated at the overload rate specified in Article XXI (Compensation), Part E of this Agreement for each credit or equivalent contact hour of the additional course or courses. For purposes of this provision, the additional course or courses shall be that course or those courses, if any, with the least number of credit or equivalent contact hours, except that if the fourth preparation is required to complete a normal load of fifteen (15) credit or equivalent contact hours per semester, it will not be compensated at the overload rate.

If a faculty member agrees to teach beyond the required load of fifteen (15) credit or equivalent contact hours per semester of his or her reduced load and receives overload compensation for additional credit or equivalent contact hours beyond his or her required or reduced load and this additional teaching results in a fourth preparation, double compensation will not be paid for this course as a fourth preparation.

(d) A regular full-time member of the instructional staff may agree to teach more than fifteen (15) credit hours or equivalent contact hours per semester if his teaching load in the other semester of the academic year is similarly reduced from fifteen (15) credit or equivalent contact hours or if he or she is compensated at the overload rate specified in Article XXI (Compensation) Part E, of this Agreement.

(e) Committee Service obligations within the meaning of Part A, Section 1(a) of this Article shall be deemed met if a regular full-time member of the instructional staff serves on at least one faculty or other College Committee.

2. Laboratory instructors shall teach and/or supervise laboratories only except that, if recommended as academically qual-

ified by the department chairperson and approved as academically qualified by the Academic Vice President, laboratory instructors may teach one (1) course a semester as part of their required teaching load or as overload if they are otherwise qualified to teach that course.

3. (a) Every effort shall be made to avoid assigning a faculty member to teach courses commencing after 5 p.m. as part of his or her required teaching load except where the faculty member requests this assignment in which case the request will be granted if at all possible. In any event, no faculty member shall be assigned to teach more than four (4) credit or equivalent contact hours after 5 p.m. as part of his or her required teaching load during an academic year, unless the assignment of more than four (4) credit or equivalent contact hours is required in order to provide the faculty member with a full teaching load. At the request of a faculty member and with the agreement of the Vice President for Academic Affairs, or his designee, a faculty member may be assigned additional hours after 5 p.m.

(b) No faculty member shall be assigned to teach classes scheduled on Saturdays or Sundays as part of his or her required teaching load except where he or she requests this assignment, in which case the request will be granted if at all practicable.

4. (a) No faculty member shall be assigned to teach courses scheduled to meet on the same day as part of his or her required teaching load where the time between the end of the first class hour and the beginning of the last class hour exceeds eight (8) hours except under unusual circumstances in which case the faculty member shall receive additional compensation at the rate specified in Article XXI (Compensation), Part G. Section 1, of this Agreement.

(b) No faculty members shall be assigned to teach courses scheduled to meet on consecutive days as part of his or her required teaching load where the time between the end of the last class hour one day and the beginning of the first class on the succeeding day is less than thirteen (13) hours.

5. No faculty member shall be assigned to teach courses meeting on more than two campuses or other locations on the same day nor be assigned to teach on two (2) campuses/locations more than three (3) days a week. A faculty member shall not be assigned to teach courses on three (3) campuses or campuses/locations while having more than four (4) course preparations.

6. (a) The specified class size limits shall be:

- (i) twenty (20) in developmental classes, modern language conversation classes and seminar classes.
- (ii) twenty-five (25) in English composition and speech classes and modern language classes

(iii) thirty (30) in any other class except large lecture classes

(iv) seventy-five (75) in large lecture classes

(b) Large lecture classes of up to 75 students shall receive double credit toward a faculty member's required teaching load.

(c)

(i) In order to meet student scheduling needs an additional three (3) students beyond the specified limit may be assigned to classes, except in those classes with 75 students. A faculty member shall be compensated in the amount of thirty dollars for each student beyond the specified limit in a class.

(ii) A faculty member may elect to accept no more than two additional students in a class provided he/she informs the Vice President for Academic Affairs or his designee, prior to the beginning of advanced registration for a given semester.

(d) Calculation of class sizes shall be on the basis of the number of students officially registered in classes as of the fifteenth day of the semester.

7. Except as provided in Section 1(b) of this Article, no faculty member shall be required to be in attendance at the College during the Christmas and Spring recesses, on holidays recognized on the College calendar or Saturdays or Sundays, during intersession, or at other times when his or her classes are not scheduled to meet, when he or she is not proctoring, when office hours are not scheduled, or when committees on which the faculty member serves are not scheduled to meet.

8. (a) No faculty member shall be assigned two (2) overload courses in one semester until every faculty member in his or her department who has requested overload assignments and who is qualified to teach the course in question has been assigned one overload course.

(b) The distribution of overload to full-time members who desire overload assignments shall be as follows:

Selection shall be on the basis of seniority as defined in Article XXX, Part A, Section 4(b), except that

Full-time faculty members who desire to teach overload sections, but were not assigned for that semester shall have first priority in the following semester.

9. (a) Tutoring shall be voluntary and shall not be compensated.

9. (b) A faculty member who works in a specialized facility or program in which students receive help on an individualized basis shall receive credit toward his/her required teaching load or shall receive overload compensation on the basis specified in Article XXI, (Compensation), Part G, Section 3 of this Agreement.

10. A faculty member assigned field work supervision shall receive additional compensation at the rate specified in Article XXI, (Compensation), Part G, Section 2 of this Agreement.

B.

1. Developmental Laboratory Instructors (English) shall work seven (7) hours a day during all days in which instructional activity and/or examinations take place. In addition, he/she shall work up to five (5) days after the conclusion of all instructional and examination activities in the Fall Semester and up to ten (10) days after the conclusion of all instructional and examination activities in the Spring Semester for the purpose of completing assigned tasks relating to the developmental programs

2. Mathematics laboratory staffing.

The mathematics laboratory may be staffed by faculty members in the rank of Instructor.

Faculty members in the rank of Instructor assigned to the mathematics laboratory shall work thirty (30) hours per week.

Up to two developmental or other regular courses per semester may be assigned in which case there will be a six hour reduction in math lab hours assigned for each three (3) credit or equivalent credit hour course assigned.

C. Full-Time Members of the Professional Library Staff

1. Except as otherwise provided in Section 1(b) and 1(c) of this Article, a full-time member of the professional library staff shall work thirty-five (35) hours a week on a twelve (12) month contract.

2. A full-time member of the professional library staff who serves on faculty or other College committees shall have his/her weekly work hours reduced to the extent necessary for him/her to attend and to participate fully in all meetings of one committee per academic year.

3. Holiday and vacation benefits shall remain as they existed during the 1976-77 academic year.

ARTICLE XXX

REDUCTION OF FACULTY

A. Financial Exigency

1. Subject to the provisions of Part A, Sections 1, 2, 3, 4 and 5 of this Article, a non-tenured member may be terminated before the end of his term of appointment or may be denied reappointment and a tenured faculty member may be terminated because of financial exigency.

2. (a) The President shall inform the Faculty Executive Committee of his judgment that a state of financial exigency exists or is imminent and of the total amount of money in the instructional category, including the Library Department and non-instructional categories by budget line, which, in his judgment, must be saved in each of the immediately succeeding three (3) fiscal years to meet the financial exigency. This notice shall be in writing and shall state with as much specificity as possible the reasons for the President's judgments.

(b) Within thirty (30) class days of receipt of the President's notice or sooner if the situation requires the Faculty Executive Committee shall inform the President of the extent to which it concurs in his judgments. This notice shall be in writing and shall state with as much specificity as possible the reasons for the Committee's judgment.

3. (a) If, after thirty (30) class days of receipt of the Committee's response, the President and the Committee disagree as to whether a state of financial exigency exists or is imminent, the Chapter may submit the issue as to whether a financial exigency exists or is imminent to binding arbitration pursuant to Article XXXIV (Grievances and Arbitration) of this Agreement.

(b) After thirty (30) class days of the date that it is agreed or established that a state of financial exigency exists or is imminent or sooner if the situation requires, any disagreements between the President and the Committee as to how the crisis is to be met through budget cuts shall be submitted to the appropriate committee of the Board for final resolution. The Board shall explain its decision in writing with as much specificity as possible.

4. (a) Except as otherwise provided in Part A, Section 4(d) of this Article, if it is necessary to terminate one or more faculty members in a department or in the Library because of financial exigency, reduction shall be as follows:

(i) Reduction shall first take place among non-tenured faculty members in the department affected on the basis of seniority. With respect to regular full-time members of the

instructional staff, the immediately preceding sentence is subject to the proviso that the faculty member is qualified to teach at least thirty (30) credit or equivalent contact hours annually which otherwise would be taught by a less senior non-tenured faculty member in his department. In no event shall a non-tenured regular full-time member of the instructional staff be terminated if he is qualified to teach at least thirty (30) credit or equivalent contact hours annually which otherwise would be taught by persons other than faculty members, or, in the case of a non-tenured regular full-time member of the professional library staff, if he is willing to work thirty-five (35) hours a week which otherwise would be worked by part-time members of the professional library staff.

(ii) Reduction shall take place among tenured faculty members in the department affected on the basis of seniority. With respect to regular full-time members of the instructional staff, the immediately preceding sentence is subject to the proviso that the faculty member is qualified to teach at least thirty (30) credit or equivalent contact hours which otherwise would be taught by a less senior tenured faculty member in his department. In no event shall a tenured regular full-time member of the instructional staff be terminated if he is qualified to teach at least thirty (30) credit or equivalent contact hours annually which otherwise would be taught by a non-tenured faculty member or, in the case of a tenured regular full-time member of the professional library staff.

(b) Seniority for faculty members shall be based upon the total number of years of full-time teaching in a department except where a faculty member has taught in more than one department in which case seniority shall be based upon the total number of years of full-time teaching at the College, or in the case of regular full-time members of the professional library staff, or professional library work in the Library. If two faculty members have the same seniority but are in different academic ranks, the faculty member in the higher academic rank shall be deemed to have greater seniority or are in the same academic rank, the faculty member first appointed to that rank shall be deemed to have greater seniority.

(c) Decisions as to the qualifications of faculty members for the purposes of Part A, Sections 4(a) (i) and (ii) of this Article shall be made by the Peer Evaluation Committee, after consultation with the Academic Vice-President or his or her designee, the faculty members concerned and the department(s) affected.

(d) If two or more faculty members have the same seniority, as defined in Part A, Section 4(b) of this Article, the decision as to which faculty member(s) shall be terminated shall be made by the Peer Evaluation Committee, after consultation with the Academic Vice-President or his or her designee, the faculty members concerned and the department(s) affected on the basis of contribution to the department and the College.

5. If practicable under the circumstances, a faculty member who is to be terminated because of financial exigency shall be given notice of non-reappointment in accordance with the schedule stated in Article XII (Reappointments and Promotions) except that a tenured faculty member shall be given one and one-half academic years notice.

6. (a) For a period of three (3) years following the terminal date of employment of a non-tenured faculty member or of a tenured faculty member terminated because of financial exigency, that faculty member shall be recalled by the Board in the event that the College gives courses of instruction sufficient to provide at least thirty (30) credit or equivalent contact hours of instruction annually which the terminated faculty member is qualified to teach and these hours were not being taught by faculty members who were at the College on the terminal date of employment and who presently are at the College or, in the case of a regular full-time member of the professional library staff, the College requires the services of a full-time librarian or an additional full-time librarian, as the case may be.

(b) Recall order shall be on the basis of seniority as defined in Part A, Section 4(b) of this Article. In no event shall a non-tenured faculty member be recalled before a tenured faculty member.

(c) In the event of recall, the faculty member shall inform the President within sixty (60) days of his intention to accept the recall which shall be effective for at least one year from the date of the offer or the offer shall be withdrawn.

B. Discontinuance of Courses of Instruction, Program(s) or Department(s) because of Educational Considerations.

1. Subject to the provisions of Part B, Sections 1, 2, 3, 4 and 5 of this Article, a non-tenured regular full-time member of the instructional staff may be terminated before the end of his term of appointment or may be denied reappointment and a tenured regular full-time member of the instructional staff may be terminated because of the discontinuance of courses of instruction, program(s) or a department(s) because of educational considerations only.

2. (a) The President shall inform the Faculty Executive Committee of his judgment that courses of instruction, a program(s) or a department(s) should be discontinued because of educational considerations which reflect judgments that the educational mission of the institution as a whole will be enhanced by the discontinuance. This notice shall be in writing and shall state with as much specificity as is possible the reasons for the President's judgments.

(b) Within thirty (30) class days of receipt of the President's notice, the Faculty Executive Committee shall inform the President of the extent to which it concurs in the President's plan to discontinue courses of instruction, a program(s) or department(s). This notice shall be in writing and shall state with as much specificity as possible the reasons for the Committee's judgments.

(c) After thirty (30) class days of receipt of the Committee's notice, any disagreements between the President and the Committee with respect to the President's plan to discontinue courses of instruction, a program(s) or a department(s) because of educational considerations shall be submitted to the appropriate committee of the Board for final resolution. The faculty expects that with respect to this question the power of final decision which is lodged in the Board will be exercised adversely only in exceptional circumstances. The Board will explain its decision in writing with as much specificity as possible.

3. (a) If it is necessary to terminate one or more faculty members in a particular department because of the discontinuance of courses of instruction, a program(s) or department(s) because of educational considerations except as provided in Section 3(b) of this Article, reduction shall be in accordance with the provisions of Part A, Sections 4(a) (i) and (ii), (b), (c) and (d) of this Article.

(b) A non-tenured faculty member shall not be terminated because of the discontinuance of courses of instruction, a program(s) or department(s) if, with a reasonable period of training, he can be qualified to teach at least thirty (30) credit or equivalent contact hours annually which otherwise would be taught by persons other than faculty members. A tenured faculty member shall not be terminated because of the discontinuance of courses of instruction, a program(s) or department(s) if with a reasonable period of training he can be qualified to teach at least thirty (30) credit or equivalent contact hours annually which otherwise would be taught by a non-tenured faculty member. Where a reasonable period of training can accomplish these objectives, the College will provide reasonable financial and other support for this training.

4. A non-tenured faculty member, terminated because of the discontinuance of courses of instruction, a program(s) or department(s) shall receive notice of termination within the meaning of Article XII, Part C of this Agreement. The faculty expects that a tenured faculty member terminated shall receive severance pay equitably adjusted to his or her length of service at the College.

5. Courses of instruction, program(s), or department(s) discontinued because of educational considerations shall not be reinstituted within five (5) years of such discontinuance with faculty members other than those terminated for this reason until these faculty members have been recalled, on the basis of seniority as defined in Part A, Section 4(b) of this Article.

6. In the event of recall, the faculty member shall inform the President within sixty (60) days of his intention to accept the recall which shall be effective for at least one year from the date of the offer or the offer shall be withdrawn.

C. Discontinuance of Courses of Instruction or Program(s) Within a Department Because of Declining Enrollment in the Department or Because of Withdrawal of State and/or Federal Dedicated Funds/Grants or Reduction of Library Services Because of Declining Demand

1. Subject to the provisions of Part C, Sections 1,2,3, and 4 of this article, a non-tenured faculty member may be denied reappointment because of the discontinuance of courses of instruction or programs within a department because of declining enrollment in the department or because of withdrawal of State and/or Federal dedicated funds/grants or, in the case of a non-tenured regular full-time member of the professional library staff, because of a reduction in library services because of declining demand.

2. (a) The President shall inform the Faculty Executive Committee of his judgment that because of declining enrollment within a department or because of withdrawal of state and/or federal dedicated funds/grants it is necessary to discontinue certain courses of instruction and/or programs or, that because of declining demand it is necessary to reduce library services and of his judgment as to the number of faculty members within the department or the Library which must thereby be terminated. This notice shall be in writing and shall state with as much specificity as possible the reasons for the President's judgments.

(b) Within thirty (30) class days of receipt of the President's notice, the Faculty Executive Committee shall inform the President of the extent to which it concurs in the President's judgments. This notice shall be in writing and shall state with as much specificity as possible the reasons for the Committee's judgments.

(c) After thirty (30) class days of receipt of the Committee's notice, any disagreements between the President and the Committee with respect to the President's judgment that because of declining enrollment with a department or because of withdrawal of state and/or federal dedicated funds/grants it is necessary to discontinue certain courses of instruction and/or programs or, that because of declining demand it is necessary to reduce library services shall be submitted to the appropriate committees of the Board for final resolution. The Board shall explain its decision in writing with as much specificity as possible.

3. If it is necessary to terminate one or more faculty members in a particular department because of the discontinuance of courses of instruction and/or programs or reduction of library services, reduction shall be in accordance with the relevant provisions of Part A, Section 4(a) (1), (b), (c), and (d) of this Article.

4. A faculty member who is terminated due to a discontinuance of courses of instruction and/or programs within a department because of declining enrollment in the department or because of withdrawal of state and/or federal dedicated funds/grants or due to a reduction in library services because of declining demand shall be given notice of non-reappointment in accordance with the schedule stated in Article XII, Part C of this Agreement.

5. (a) For a period of three (3) years following the terminal date of employment of a non-tenured faculty member terminated because of the discontinuance of courses of instruction and/or programs within a department because of declining enrollment in the department, that faculty member shall be recalled by the Board in the event that the College gives courses of instruction sufficient to provide at least thirty (30) credit or equivalent contact hours of instruction which the terminated faculty member is qualified to teach and these hours were not being taught by faculty members who were at the College on the terminal date of employment and who presently are at the College, or, in the case of a regular full-time member of the professional library staff, the College requires the services of a full-time librarian or an additional full-time librarian.

(b) Recall order shall be on the basis of seniority as defined in Part A, Section 4(b) of this Article. In no event shall a non-tenured faculty member be recalled before a tenured faculty member.

(c) In the event of recall, the faculty member shall inform the President within sixty (60) days of his intention to accept the recall which shall be effective for at least one year from the date of the offer or the offer shall be withdrawn.

ARTICLE XXXI

RETIREMENT

A. Mandatory Retirement

1. A faculty member shall retire at the end of the retirement year (September 1 through August 31) in which he or she is age sixty-five (65), except that the Board may in its discretion appoint and thereafter reappoint faculty members age sixty-five (65) and over for a term of one (1) academic year. The Board before exercising its discretion with respect to the appointment or reappointment of such faculty member shall consult with the department affected and the Peer Evaluation Committee. There shall be no reappointment of a faculty member if the effect of the reappointment would be to cause that faculty member to be teaching at any time during an academic year in which he or she would attain the age of seventy-one (71).

2. A faculty member appointed or reappointed after age sixty-five (65) shall receive notice of non reappointment by December 1 of the last year of appointment or reappointment.

3. A faculty member reappointed after age sixty-five shall continue in the highest academic rank which he or she held during the academic year in which he or she attained the age of sixty-five or the academic rank held as of the effective date of this Agreement, whichever is higher. No faculty member shall be promoted during any year in which he or she would attain the age of sixty-five or over. A faculty member's tenure shall cease at the end of the academic year during which he or she attained the age of sixty-five, or as to faculty members sixty-five or over, as of the effective date of this Agreement. For purposes of Article XXX (Reduction of Faculty), a faculty member appointed or reappointed after age sixty-five (65) shall be deemed to have the same seniority as a non-tenured faculty member in his or her second year of service to the College.

B. Retirement Status and Benefits

1. All retired non-teaching faculty members shall have emeritus status.

2. All retired non-teaching faculty members, at their request, shall be listed in the faculty directory, shall be invited to participate in college ceremonies, may attend faculty meetings without the right to vote, shall have library privileges, and shall have the same discounts on purchases at College facilities as faculty members.

3. All retired non-teaching faculty members shall have the right, at their own expense, to participate, if eligible by the terms of the benefit contract, in all health and welfare plans with respect to which the Board made contributions on their behalf as faculty members.

ARTICLE XXXII

COLLEGE CALENDAR

An official college calendar shall be published each year. The Calendar shall be prepared by the President or his or her designee in consultation with the faculty executive committee. Modifications of the Calendar during the year may be made by the President in order to meet unforeseen circumstances. The President or his or her designee will consult with the faculty executive committee regarding such modification, if practical.

ARTICLE XXXIII
GENERAL WORKING CONDITIONS

1. All faculty members, their spouses and dependents shall be admitted free to those College-sponsored activities, which shall not include activities the charge for which is the primary determination of students, to which faculty members have been admitted without charge in the past.

2. A discount of ten percent (10) shall be granted to all faculty members for all books purchased from the Union College Bookstore for the faculty member's personal use.

3. The Faculty Lounge shall continue to be maintained for the use of the faculty.

4. Telephone service for intra-campus communications and incoming calls shall be provided in each faculty member's office provided existing facilities make it possible to do so.

5. Faculty members shall have reasonable access to the Computer Center if practicable for research and related purposes.

6. The College shall continue to provide the adequate and convenient parking facilities which presently are provided to all members of the faculty at no expense to the faculty.

7. Secretarial services in a department, the allocation of which shall be under the supervision of the department chairperson, adequate for the transaction of all College business shall be available to all faculty members in that department.

8. Each faculty member shall be provided with suitably equipped office space and the necessary supplies for his or her work. Department chairpersons who presently are provided with single offices shall continue to be provided with these offices. In the event the space becomes available, department chairpersons who presently are not provided with single offices shall be provided with these offices.

9. When it is necessary for an individual to use his own automobile on College business, including but not limited to commutation between campuses and locations, a mileage allowance of fifteen cents (\$.15) per mile will be provided. The Academic Vice-President or his or her designee shall have the authority to approve these mileage allowances.

10. The Board shall keep in full force and effect during the term of this Agreement, Policy Number 116579 with CNA Insurance, which covers individual faculty members, a copy of which will be provided to the President of the Chapter, except that to the extent

more favorable terms are agreed to between the Board and the Insurance Carrier. Under no circumstances will academic officers be covered under a more favorable liability policy than faculty members.

11. As soon as practicable after the commencement of the academic year, the Board will provide a current Faculty Handbook to each faculty member in order to provide faculty members with information useful for the carrying out of their duties and providing information concerning the rules, practices and procedures of the Faculty and the College.

12. (a) Full-time members of the instructional and library staff must notify the department chairperson or Library Director of absences from classes or regularly assigned duties.

(b) The department chairperson is responsible for seeing that the professional assignment of the faculty member is covered in accordance with Article XXV, Section 1(b) and Article XXVI, Section 3.

13. It is agreed that the faculty will appoint one of its members to sit on the Space Committee.

14. The Vice President for Academic Affairs and the appropriate Divisional Dean will consult with departmental chairpersons involved in regard to scheduling of large lecture courses prior to the construction of the master schedule.

ARTICLE XXXIV
GRIEVANCE AND ARBITRATION

A. Definitions

1. A grievance is an allegation by a faculty member(s), or the Chapter or an allegation by the President that there has been a breach, misinterpretation, or improper application of the terms of this Agreement.

2. A complaint is an informal claim by a faculty member(s) of improper, unfair, arbitrary or discriminatory treatment by the Board or its agents. A complaint may, but need not, constitute a grievance. Complaints shall be disposed of through informal procedures set forth in Part B of this Article.

3. Arbitration is the proceeding before the American Arbitration Association provided for in this Article.

B. Informal Procedures for the Resolution of Complaints and Grievances

1. A complaint or a grievance may be resolved informally, with a representative of the Chapter present if requested by the complainant or grievant, so long as the resolution is not inconsistent with the terms of this Agreement.

2. The disposition of a complaint or grievance pursuant to Part B, Section 1 of this Article shall not constitute precedent for the disposition of similar complaints or grievances.

C. Formal Procedures for the Resolution of Grievances

1. (a) Except as otherwise provided in Part C, Section 4 of this Article a grievance shall be filed no later than thirty (30) class days after it was found to exist or, in cases where informal resolution is sought pursuant to Part B. of this Article, no later than thirty (30) class days after the grievance has been informally presented.

(b) The time limits provided for in Part C, Section 1(a) of this Article may be extended by written agreement between the parties to the grievance.

(c) A grievance shall be filed in writing and shall state the reasons for the grievance and the remedy sought.

(d) If the grievant is a faculty member(s), or the Chapter, the grievance shall be filed with the President or the President's designee. If the grievant is the President, the grievance shall be filed with the President of the Chapter.

2. (a) Except as otherwise provided in Part C, Section 4 of this Article, within thirty (30) class days of receipt of a filed grievance, there shall be a conference between the President, or the President's designee, a representative of the Chapter, the grievant, if the grievant is not the President of the Chapter, and any other necessary person.

(b) Within seven (7) class days after this conference or a subsequent conference terminated by a party to the grievance, the party with whom the grievance is filed shall render a decision in writing.

(c) If the grievance is not disposed of as a result of this decision, the Chapter or the President may notice the grievance for arbitration within thirty (30) class days before the American Arbitration Association (hereinafter referred to in this Article as the "Association").

3. (a) The panel of arbitrators from which the Association shall select one arbitrator on a rotating basis to hear a grievance filed pursuant to Part C of this Article is:

Until the parties agree on a panel of arbitrators, the arbitrator shall be selected in accordance with the rules of the Association.

(b) The arbitration shall be held within thirty (30) class days of receipt of the notice by the Association and shall be conducted in accordance with the rules of the Association.

(c) In no event shall the arbitrator have the authority to add to, subtract from, modify or amend the terms of this Agreement

(d) The decision of the arbitrator shall be rendered within fifteen (15) days of the conclusion of the arbitration hearing.

(e) The decision of the arbitrator shall be final and binding.

(f) The costs of arbitration shall be borne equally by the parties to the arbitration.

4. A grievance arising under the provisions of Article XII, Part A, Sections 9(a) and (b) of this Agreement, Article XVI, Part C, Section 5(c) of this Agreement, Article XXI, Part G, Section 3 of this Agreement, Article XXVIII, Sections 2(b) and 3(b) of this Agreement, Article XXIX, Part A, Sections 8(b) and 9(b) of this Agreement and Article XXX, Part A, Section 3(a) of this Agreement shall be noticed within thirty (30) class days of its existence as defined in those provisions, immediately for arbitration.

ARTICLE XXXV

WORK OR BUSINESS INTERRUPTION

1. Except as otherwise provided in Article XXI, no faculty member, officer or representative of the Chapter, will call, sanction, approve or engage in any strike or work interruption during the term of this Agreement.

2. Except as otherwise provided in Article XXI, the Board and/or its agents will not engage in any lockout during the term of this Agreement.

ARTICLE XXXVI

EXCHANGE OF INFORMATION

1. The Board and the Chapter agree to consider and to acknowledge all requests for information properly submitted by one to the other. A request for information submitted in writing shall be acknowledged in writing.
2. All written communications from the Board to the Chapter shall be sent to the President of the Chapter. All written communications from the Chapter to the Board shall be sent to the President or his or her designee.
3. The Academic Vice President or his or her designee shall provide the Chapter with notice of all persons employed in the bargaining unit after the effective date of this Agreement within thirty (30) days of the date of execution of this Agreement or thirty (30) days of the date of employment, whichever is later, and notice of all changes in faculty status within thirty (30) days of the date of the change.

ARTICLE XXXVII

SEPARABILITY

In the event any provision of this Agreement, in whole or in part, is declared illegal, void or invalid in any final determination by an agency or court of competent jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect.

ARTICLE XXVIII
INTEREST SUCCESSION

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of each of the parties to this Agreement and their respective successors and assigns.

ARTICLE XXXIX

DURATION OF AGREEMENT

1. Except as specifically provided elsewhere in this Agreement, this entire Agreement shall be effective as of September 1, 1977 and shall continue in full force and effect until August 31, 1979.

2. The Board and the Chapter shall enter into negotiations for a new contract no later than March 1, 1979.